



GRANADA COMMUNITY SERVICES DISTRICT

AGENDA

BOARD OF DIRECTORS

SPECIAL MEETING at 6:30 p.m.

REGULAR MEETING at 7:30 p.m.

Thursday, February 21, 2019

CALL SPECIAL MEETING TO ORDER AT 6:30 p.m. District Office Meeting Room,
504 Avenue Alhambra, 3rd Floor, El Granada.

<u>ROLL CALL</u>	Directors:	President:	Matthew Clark
		Vice-President:	Barbara Dye
		Director:	Jim Blanchard
		Director:	David Seaton
		Director:	Eric Suchomel
	Staff:	General Manager:	Chuck Duffy
		Legal Counsel:	Bill Parkin
		Assistant Manager:	Delia Comito

The Board has the right to take action on any of the items listed on the Agenda. The Board reserves the right to change the order of the agenda items, to postpone agenda items to a later date or to table items indefinitely.

GENERAL PUBLIC PARTICIPATION

Communications from the public and members of the District Board and District Staff concerning matters under the subject jurisdiction of the board which are not on the agenda. Speakers are limited to 3 minutes each.

ADJOURN TO CLOSED SESSION

1. Conference with Real Property Negotiator (Government Code Section 54956.8).

District's Negotiator: Chuck Duffy.

Negotiating parties: Half Moon Bay Fire Protection District and Granada Community Services District.

Property under negotiation: Vacant Land with no address located at Obispo Road and Avenue Portola, El Granada, California. (Parcel "A", APN 047-261-030)

Under negotiation: Instruction to negotiator will concern price and terms.

2. Conference with Legal Counsel – Existing Litigation (Gov. Code Section §54956.9(d)(1)).

City of Half Moon Bay v. Granada Community Services District and Montara Water and Sanitary District (RPI, Sewer Authority Mid-Coastside) - San Mateo County Superior Court Case No. 17CIV03092.

3. Conference Involving A Joint Powers Agency – Sewer Authority Mid-Coastside (Government Code Section 54956.96):

A. CONFERENCE WITH AUTHORITY’S (SAM) LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6. Authority’s Designated Representatives: Fran Buchanan, IEDA, Beverli A. Marshall, General Manager, and Carl Nelson, Polisner, Maddow, Nelson & Judson. Employee Organization: IUOE, Stationary Local No. 39

B. CONFERENCE WITH AUTHORITY’S (SAM) LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6. Authority’s Designated Representatives: Beverli A. Marshall, General Manager, and Carl Nelson, Polisner, Maddow, Nelson & Judson. Employee Organization: Unrepresented Employees

D. CONFERENCE WITH AUTHORITY’S (SAM) LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9: (Ecological Rights Foundation vs. Sewer Authority Mid-Coastside)

Granada Community Services District representatives on SAM joint powers agency board: Jim Blanchard and Barbara Dye.

RECONVENE TO OPEN SESSION

Report final Board action, if any, from Closed Session.

ADJOURN SPECIAL MEETING

CALL REGULAR MEETING TO ORDER AT 7:30 p.m.

ROLL CALL

GENERAL PUBLIC PARTICIPATION

Communications from the public and members of the District Board and District Staff concerning matters under the subject jurisdiction of the board which are not on the agenda. Speakers are limited to 3 minutes each.

ACTION AGENDA

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|---|------------------------|
| 1. Consideration of Variance for APN 047-111-270, 736 San Carlos, EG, 4,800 sq. ft. Parcel, R-1/S-17 Zoning District, Owner: Xue.
Recommendation: To be made by the Board. | 5 |
| 2. Consideration of Semi-annual Variances:
APN 048-032-070, Cortez Ave., Miramar, 4,400 sq. ft. Parcel, R-1/S-94 Zoning District, Owner: Irfan.
Recommendation: To be made by the Board. | 31 |
| 3. Consideration to Appoint Member to the Parks Advisory Committee and Two Alternates.
Recommendation: To be made by the Board. | 53 |

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4. Consideration of Parks Advisory Committee Work Plan Pursuant to the Priority List.	65
Recommendation: To be made by the Board.	
5. Consideration of Roadway Medians Ownership.	71
Recommendation: To be made by the Board.	
6. Consideration of Sewer Authority Mid-Coastside Mid-Year Budget Amendments.	79
Recommendation: To be made by the Board.	
7. Consideration of Grant of Easements to SAM and Easement Agreement for Wet Weather Storage Project (Phase 2) on GCSD's Burnham Strip Property, and Associated Environmental Documents.	87
Recommendation: Approve the easement agreement in substantial form, along with the environmental documents.	
8. Consideration of Independent Contractors Agreement for Legal Services with Wittwer Parkin LLP.	109
Recommendation: Approve the Agreement.	
9. Consideration of Sewer Authority Mid-Coastside Report.	119
Recommendation: For Board Information.	

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10. Approval of January 17, 2019 Meeting Minutes.	137
11. Approval of February 2019 Warrants.	143
12. Approval of January 2019 Financial Statements.	147
13. Approval of Assessment District Distribution #-18/19.	153
14. Approval of Resolution Designating Tri Counties Bank as an Alternative Depository for District Funds.	157

COMMITTEE REPORTS

15. Report on seminars, conferences, or committee meetings.	161
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21. Future Agenda Items.	

ADJOURN REGULAR MEETING

At the conclusion of the January 17, 2019 Meeting:
Last Ordinance adopted: No. 172
Last Resolution adopted: No. 2018-006

This meeting is accessible to people with disabilities. Individuals who require special assistance to participate may request an alternative format of the agenda and packet materials. Notification in advance of the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. To request a disability-related modification or accommodation, please contact the District office at (650) 726-7093.

Except for records exempt from disclosure under section 6254 of the Public Records Act, all materials distributed for the discussion or consideration of items on the Agenda are disclosable to the public upon request, and shall be made available without delay or at the time of distribution to the Board. Please contact Delia Comito at (650) 726-7093 to request copies of Agenda materials.

ITEM #1

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AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Consideration of Variance for APN 047-111-270 (Xue)
Date: February 21, 2019

This Item is for the consideration of granting a sewer permit variance for a new single-family dwelling proposed on APN 047-111-270, 736 San Carlos Avenue, El Granada. The parcel is 4,800 square feet, in the R-1/S-17 zoning district (5,000 sq. ft. minimum). The application was submitted by the owner's agent on 09/25/18.

Pursuant to District Ordinance 139, a variance may only be issued based on evidence submitted to the District Board which the District Board determines to be sufficient for it to make several findings. For that purpose, District Counsel has provided a Findings Report, which will be reviewed at the meeting. Also attached for this Item are the following documents:

- A completed Variance Application
- Grant Deed
- Agent authorization letter and form
- Certificate of Compliance
- County Planning & Building Letter of Decision
- No Acceptance of Fees
- Statement of Relevant Facts
- Adjacent property information
- Letter offering purchase of contiguous parcel
- Assessor's Parcel Map
- Mainline map
- Project Plans

GRANADA COMMUNITY SERVICES DISTRICT

504 Avenue Alhambra, Third Floor • P.O. Box 335 • El Granada, CA 94018
Telephone: (650) 726-7093 • Facsimile: (650) 726-7099

VARIANCE APPLICATION

Parcel Information: Assessor's Parcel Number: 097/111/270 Lot(s): 11 Block: 76
Parcel Address or Location: 736 San Carlos Ave, El Granada

Owner: Name(s) Bin Li • Nick Xue • James Jia Phone: _____
Address: 41686 Joyce Ave Fax #: _____
Fremont CA 94539 Fld #: 366.5220

Owner's Agent: Name(s) Chris Ridgway Architect Inc. Phone: _____
Address: 670 Poplar Ct Fax #: _____
Half Moon Bay CA 94019 650.622.6301

Contractor: Name(s) TBD Phone: _____
Address: _____ Fax #: _____
Cell #: _____

Parcel Sq. Footage: 4,800 Zoning District: R1/S17 Structure(s) Sq. Footage: 2,347
(Total)

Type of development (Check one): Single Family Dwelling: _____ Multiple Unit/Apartments: _____
Mixed Use (Commercial Use Structure with a Living Unit): _____

Are there any trees on the parcel (Yes/No)? No If yes, how many?: n/a # to be Removed: n/a

Additional Comments: _____

For Single Family Dwellings Only:
Dwelling Sq. Ft.: 1954 Garage: 393 No. of Bedrooms: 3 No. of Baths: 3

For Mixed Use Only:
Check or Enter No.: Warehouse(s): _____ No. of Offices: _____ Square footage of Living Unit: _____

Applicants Signature: [Signatures] Date: 9.15.18
Printed Name: Bin Li • Nick Xue • James Jia Address: 41686 Joyce Ave Fremont CA 94539

FOR DISTRICT USE ONLY (Please do not write below this line)			
Attachments Provided:		DATE RECEIVED: <u>9.25.18</u>	
<input checked="" type="checkbox"/> Grant Deed	<input checked="" type="checkbox"/> Sq. Ft. Verified	<input checked="" type="checkbox"/> Contig Owner Info	<input checked="" type="checkbox"/> Agent Form
<input checked="" type="checkbox"/> Chain of Title	<input checked="" type="checkbox"/> Contig Vac Parcel Setbk	<input checked="" type="checkbox"/> No Acpte Stmt	<input checked="" type="checkbox"/> Other: <u>COC</u>
<input checked="" type="checkbox"/> Building Plans	<input checked="" type="checkbox"/> Contig Fair Mkt Doc	<input type="checkbox"/> Merger Docs	Complete?: YES NO
No. of NCA's: <u>1</u>	No. Needed: <u>1</u>	NCA Pur App Needed?: YES NO	Application Fee: \$ <u>750.00</u>

RECORDING REQUESTED BY:

APN: 047-111-270

When Recorded Mail Document and Tax Statements to:

Fengliang Xue & Bin Li & Xin Xu
41686 Joyce Avenue
Fremont, CA 94539

2016-077164

9:55 am 08/08/16 DE Fee: 21.00

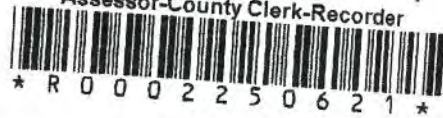
Count of Pages 3 UN

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is 20.35

computed on full value of property conveyed, or

computed on full value less of liens and encumbrances remaining at time of sale.

Unincorporated area: City of

39

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Fengliang Xue, a married man, as his sole and separate property and Bin Li, a married man, as his sole and separate
propert as Tenants in Common
hereby GRANT(S) to
Fengliang Xue, a married man, as his sole and separate property, as to an undivided 33.3% interest and Bin Li, a
married man, as his sole and separate property, as to an undivided 33.3% interest, and Xin Xu, a married woman, as
her sole and separate property, as to an undivided 33.4% as Tenants in Common
that property in Unincorporated area of San Mateo County, State of California, described as follows:
See "Exhibit A" attached hereto and made a part hereof.

Date: August 04, 2016

Xuefer S
Fengliang Xue

[Signature]
Bin Li

for Granite Sewer

EXHIBIT A

The land referred to is situated in the unincorporated area of the County of San Mateo, State of California, and is described as follows:

Lot 11 in Block 76 as shown on that certain Map entitled "Plat of Resubdivision No. 7 of Granada, San Mateo County, California", filed in the Office of the County Recorder of San Mateo County, State of California on August 4, 1908 in Book 6 of Maps at Page 64.

APN: 047-111-270

JPN: 047-011-111-27

Bin Li, Nick Xue & James Jia

4186 Joyce Ave, Fremont, CA 94539 510.366.5220 * 408.768.7545 * 510.396.5878
binlius@yahoo.com * nickxue2005@gmail.com * jjia1962@yahoo.com

July 16, 2018

Granada Community Services District
P.O. Office Box 335
El Granada, CA 94018

Re.: Sewer. Permit Application for 736 San Carlos Ave., El Granada
A.P.N. 047-111-270

GCSD:

We are authorizing our Architect, Chris Ridgway to submit on our behalf and will be the contact person regarding our application for the Sewer. Permit at our new home construction in El Granada.

Please contact Chris Ridgway at the address or number on the set of Plans if anything is needed to complete this process.

Thank you,



Bin Li

Nick Xue

James Jia

GRANADA COMMUNITY SERVICES DISTRICT
504 Avenue Alhambra, Third Floor ~ P. O. Box 335 ~ El Granada, California 94018
Telephone: (650) 726-7093 ~ Facsimile: (650) 726-7099 ~ E-mail: gsd@granada.ca.gov

DESIGNATION OF AGENT (OPTIONAL)

The property owner may designate an agent to act on his or her behalf by completing and signing this form, and submitting it with a permit application. When a Designation of Agent form is submitted, the property owner authorizes the designated the agent to do the following:

1. Complete and file a permit application for the owners property,
2. To represent the Owner in all transactions with the District regarding the permit application,
3. To take receipt of the permit issued in the property owners name.

To designate an agent, please complete the following:

Agent's Name: Chris Ridgway Architect Inc
 Street Address: 1070 Poplar Ct
 City & Zip: Half Moon Bay CA 94019
 Mailing Address: same as above
 City & Zip: same as above
 Telephone/Cell: 650.622.6301 () _____
 Fax: () _____

Is the agent an attorney in good standing and licensed to practice law in the State of California? Y or (circle one)

Is the agent a real estate broker or salesperson in good standing and licensed as such by the State of California? or N (circle one) Licensed Architect

Owner(s) signature(s) designating the person identified above as the Owner(s) agent:
(All property owners must sign if more than one)

Signature: X [Signature] Date: 9.15.18

PRINTED NAME: Bin Li


Signature: X [Signature] Date: 9.15.18

PRINTED NAME: Mark Lee

Agent's Signature accepting Owner(s)' designation as the Owner(s) agent:

Agent's signature: X [Signature] Date: 9.15.18

PRINTED NAME: Chris Ridgway

<p>Recorded at the Request of, and When Recorded Return to: Carmelisa Morales, Project Planner Planning and Building Department 455 County Center, 2nd Floor Mail Drop PLN122 Redwood City, CA 94063</p>	<p>For Clerk Use Only</p> <p>2018-037195 CONF</p> <p>8:15 am 05/14/18 CC Fee: 101.00 Count of pages 4 Recorded in Official Records County of San Mateo Mark Church Assessor-County Clerk-Recorder</p>  <p>* \$ R 0 0 0 2 5 5 6 7 3 9 \$ *</p>
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County of San Mateo
Planning and Building Department

CERTIFICATE OF COMPLIANCE

Pursuant to Government Code Section 66499.35(b)

Planning File No. PLN 2017-00098

The County of San Mateo has received a request from Chris Ridgway, 670 Poplar Street, Half Moon Bay, California, 94019, to determine if the real property owned by Bin Li, Xin Xu, and Fengliang Xue, identified as Assessor's Parcel Number 047-111-270 and further described below, complies with provisions of the California Subdivision Map Act and the San Mateo County Subdivision Ordinance.

Property Description

All that certain property located in the unincorporated area of San Mateo County, State of California, and being more particularly described as follows:

Lot 11, Block 76, as designated on the map entitled "Plat of Subdivision No. 7 of Granada, San Mateo County, California," recorded in the Office of the Recorder of the County of San Mateo, State of California, on June 7, 1909, in Book 6 of Maps at Page 64.

This parcel (APN 047-111-270) was first conveyed as a single parcel separately from surrounding parcels on October 7, 1976. Since this occurred after July 16, 1945, the effective date of the County's first Subdivision Ordinance, this transaction requires the parcel to be legalized through the recording of a Certificate of Compliance, Type "B." The subject Certificate of Compliance shall represent APN 047-111-270 as one single, legally created parcel.

A plat showing the above-described parcel is attached hereto and made a part of (Exhibit A).

This is to certify that the real property described above complies with the State of California Subdivision Map Act and the San Mateo County Subdivision Ordinance.

NOTICE: This document certifies compliance with the State of California Subdivision Map Act and the San Mateo County Subdivision Regulations only. Any development on, or use of, the property described herein is subject to the San Mateo County General Plan, Zoning Regulations, building regulations, and other County regulations affecting use and development of the property. Further, this Certificate of Compliance shall in no way affect the requirements of any other federal, State, or local agency that regulates development or use of real property.



Steve Monowitz
Community Development Director
County of San Mateo

5/3/18
Date

SAM:CJM:jlh – CJMCC0216_WJN.DOCX

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)

On May 3rd 2018, before me, Janneth Lujan, a Notary Public, personally appeared STEVE MONOWITZ, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

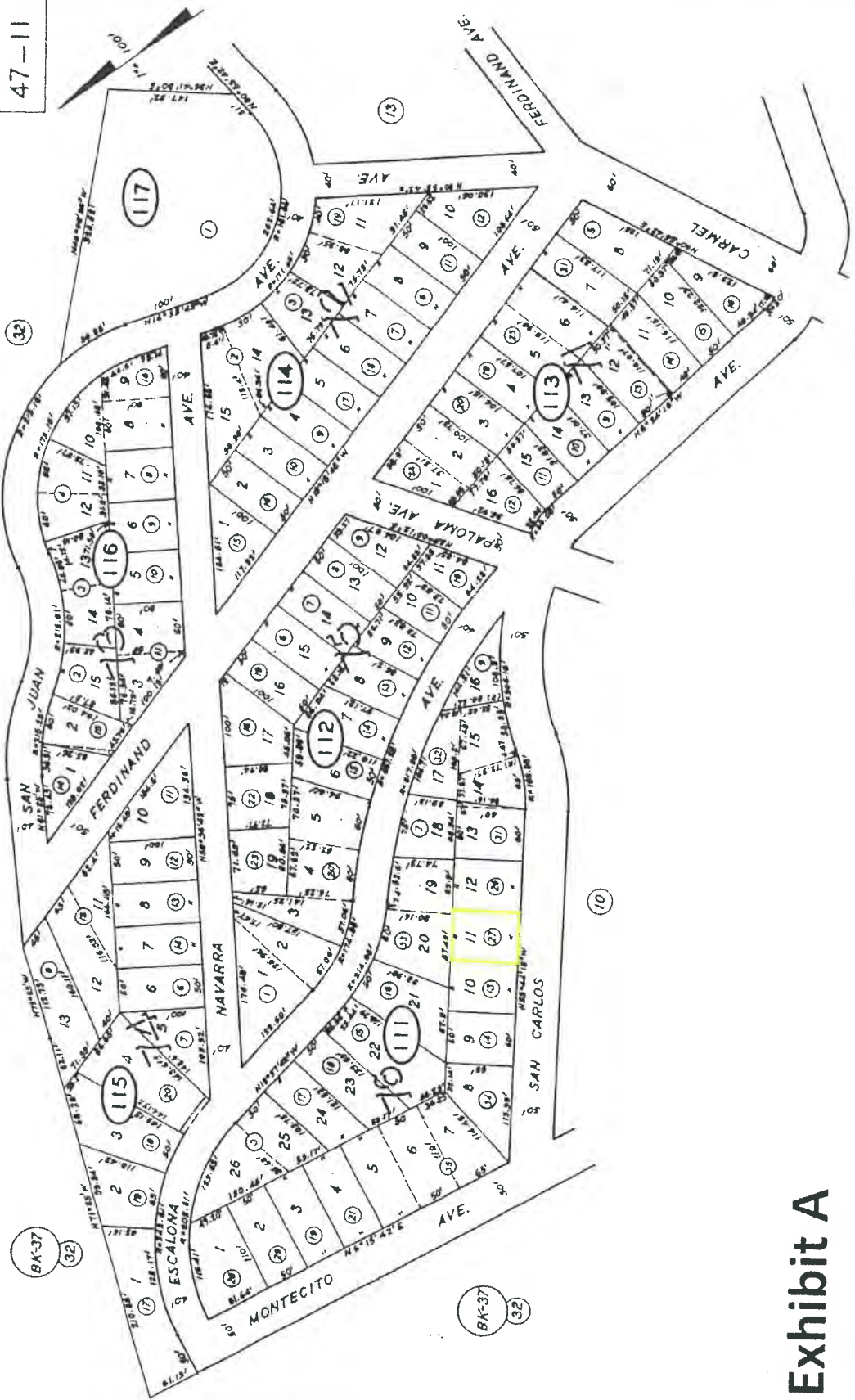
WITNESS my hand and official seal.



Signature Janneth Lujan

47-11

TAX CODE AREA



△ GRANADA SUB. NO. 7 RSM 6/64

D.M. ASSESSOR'S MAP COUNTY OF SAN MATEO, CALIF.

Exhibit A

Granada Community Services District

PROPERTY OWNER STATEMENT
"NO ACCEPTANCE OF FEES"

I / we Ben Li, Mucke Sue James Liao have submitted a sewer permit Variance Application to the District regarding the Property described as vacant lot San Carlos Ave lot # Block 76 (enter address or, if vacant, enter "Vacant" with the street name, parcel lot number and block number), Assessor's Parcel No(s) 047-111-270, and hereby voluntarily make the following declaration in order to comply with District Ordinance Code section 603c.2(k):

I / we will not agree to the removal of any Granada Sewer Bond assessment levy and the refund of fees, charges and prior paid assessments in exchange for an agreement not to ever develop the property and not to ever generate wastewater or garbage from the property.

Current Property Owner(s):

Signature:

Date:

X [Signature]
Mucke Sue, Ben Li

9.15.18

(NAME PRINTED)

Signature:

Date:

X [Signature]
James Liao

9.15.18

(NAME PRINTED)

COUNTY OF SAN MATEO
PLANNING AND BUILDING

455 County Center, 2nd Floor
Redwood City, CA 94063
650-599-7310 T
www.planning.smcgov.org

March 14, 2018

Chris Ridgway
670 Poplar Street
Half Moon Bay, CA 94019

*For Granada
Sewer*

Dear Mr. Ridgway:

Subject: **LETTER OF DECISION**
File Number: PLN 2017-00098
Location: San Carlos Avenue, El Granada
APN: 047-111-270

On February 28, 2018 the San Mateo County Planning Commission considered a Coastal Development Permit, Design Review, and Certificate of Compliance Type B, pursuant to Sections 6328.4 and 6565.3 of the County Zoning Regulations and Section 7134.2 of the County Subdivision Regulations, respectively, to allow construction of a new single-family residence and a detached garage on an undeveloped parcel, located on San Carlos Avenue in the unincorporated El Granada area of San Mateo County. This project is appealable to the California Coastal Commission.

Based on information provided by staff and evidence presented at the hearing, the Planning Commission approved the Coastal Development Permit, Design Review, and Certificate of Compliance Type B, County File Number PLN 2017-00098, by making the required findings and conditions of approval as listed in Attachment A.

Any interested party aggrieved by the determination of the Planning Commission has the right of appeal to the Board of Supervisors within ten (10) business days from such date of determination. The appeal period for this matter will end at **5:00 p.m. on March 14, 2018.**

The approval of this project is appealable to the California Coastal Commission. Any aggrieved person may appeal this decision to the California Coastal Commission within 10 working days following the Coastal Commission's receipt of the notice of Final Local Decision. Please contact the Coastal Commission's North Central Coast District Office at 415/904-5260 for further information concerning the Commission's appeal process. The County and Coastal Commission appeal periods are sequential, not concurrent, and together total approximately one month. A project is considered approved when these appeal periods have expired and no appeals have been filed.



Please direct any questions regarding this matter to Carmelisa Morales, Project Planner at 650-363-1873 or CJMorales@smcgov.org.

Sincerely,



Janneth Lujan
Planning Commission Secretary
Pcd228cc_jl (Item 3. Ridgway)

CC: Department of Public Works
County Geologist
Building Inspection Department
California Coastal Commission
Coastside Fire Protection District
Granada Community Services District
Fengliang Xue, Bin Li, Xin Xu
Midcoast Community Council

Chris Ridgway Architect
670 Poplar Street,
Half Moon Bay, CA 94019

STATEMENT OF RELEVANT FACTS COMPARING CONTIGUOUS OR NEARBY PROPERTIES

My client own a property on San Carlos Street in El Granada, and the APN # is 047 111 270.

They plan to build a single family home on this lot.

The property is substandard and we need to apply for a variance through you.

The property to left (North) of the property already has a house on it. The property behind it is owned by my clients, and has a house on it. My clients talked to San Mateo County Planning Department, and they cannot transfer any of the square footage from this lot, because we would violate the setback requirements.

The lot to the right of the property (south) is vacant, and you can see from the attached correspondence, that the owner does not want to sell it.

Chris Ridgway Architect

Attachment in b

Relevant Facts

CHRIS RIDGWAY ARCHITECT, INC.

670 POPLAR STREET, HALF MOON BAY, CA 94019

TEL #: 650.622.6301 E-MAIL: crarchitect@coastside.net Web: crarchitect.net

Adjacent properties to the new home design at 736 San Carlos Ave.

LEFT SIDE: 047-111-130 754 San Carlos Ave

RIGHT SIDE: 047-111-260

ABOVE: 047-111-330

PROPERTY: 047-111-270 736 San Carlos Ave

GRANADA
Community Services Dist

047-111-270
Xue

January 5, 2019

JAN 07 2019

Rec'd By: *gls*

RE:736 San Carlos Avenue
El Granada, California

Offer Letter ON APN 047-111-260 VACANT LOT

BUYERS: Nick Xue, Bin Li, and XIN Xu

Roel van
Mr. and Mrs. ~~Rufé~~ Bezooijen *[Signature]*
730 San Carlos Avenue
El Granada, California

This letter is to inform you of the intent to purchase the lot that you own which is APN NUMBER 047 111 260. My clients would like to purchase your lot, or a portion of it, so it is not necessary to request a variance to be connected to the sewer on their lot next door to you.

Their intent to purchase of course would be a cash offer and close as soon as possible.

The lot across the street from you that recently had a home built on it, is APN number 047-105-240 and that lot size is larger than your own lot at 6,316 square feet and the address is 755 San Carlos Avenue.

The sale price in 2015 was \$255,000 with water connection included.

The buyers are offering you \$255,000 with no water connection which does cost about \$60,000.

The buyers look forward to your reply so they can move forward with their plans to construct a home!

Your cooperation is sincerely appreciated in this matter.

Byron Harkey
00665226
Intero Real Estate
Saratoga California
408 390 8049

The owners of this lot, ^{}Roel and Susana van Bezooijen, are not interested in selling it now or in the future.*

[Signature], 7/24/5, 2019, Roel van Bezooijen

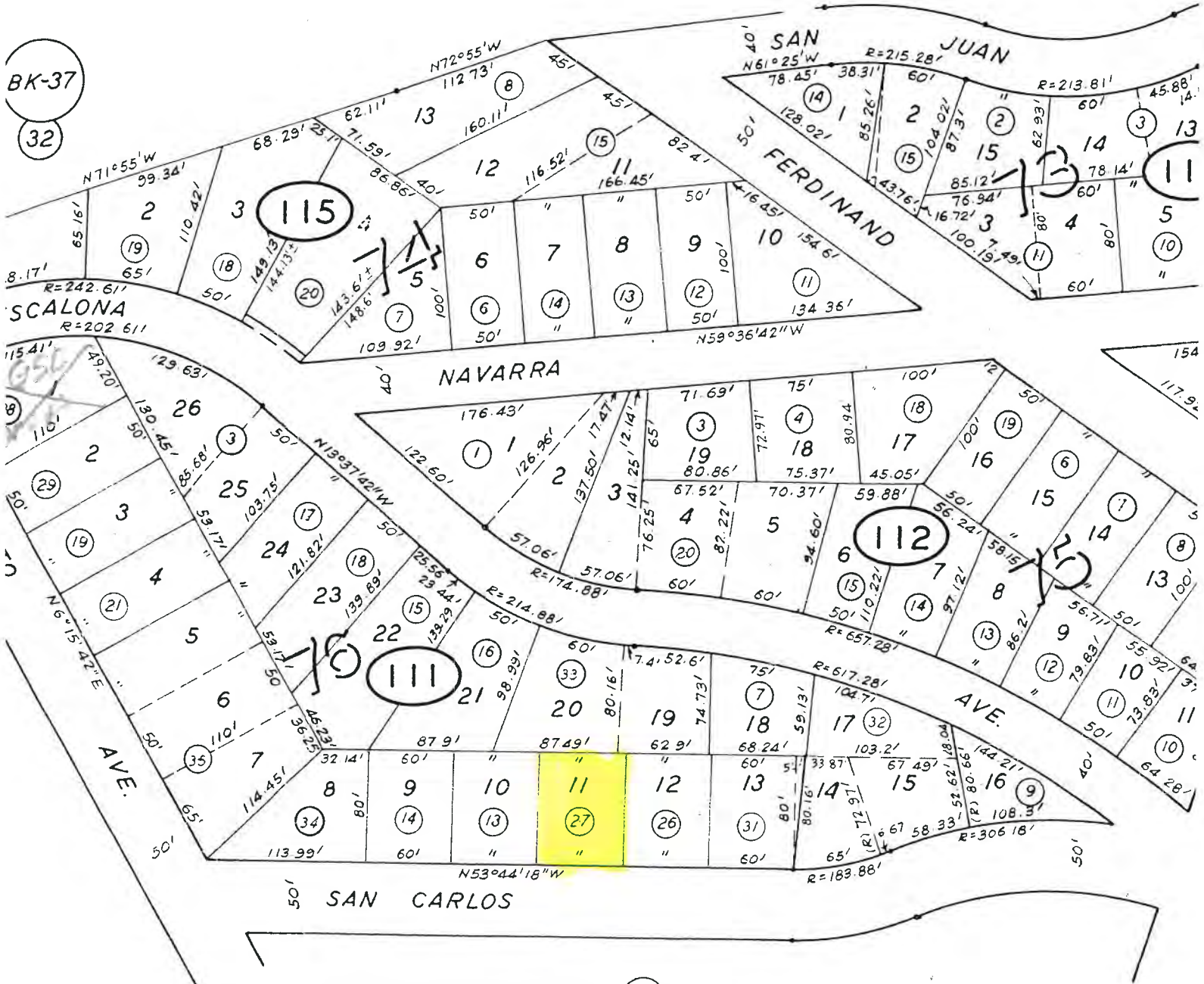
Susana van Bezooijen Jan 5, 2019 Susana van Bezooijen

** 047-111-260*

*** 1 408 390 8049 : susanb@comcast.com*

Scanned to Bill 1/7/19 22

BK-37
32



10

047-111-270
Xue

FINDINGS FOR SEWER PERMIT VARIANCE

Xue-Li-Jia

APN: 047-111-270

736 San Carlos Avenue, El Granada

- (1) **REQUIRED FINDING:** Where the property is shown on a map first recorded prior to August 14, 1929 and has not been approved after March 4, 1972 by a recorded final subdivision map, it has been lawfully created for land use purposes by having been the subject of a legal conveyance into ownership separate from all contiguous parcels. Where a parcel is 4,750 square feet or greater in the S-17 or S3 Zoning Districts, or 8,800 square feet or greater in the S-94 Zoning District, a chain of title shall not be required to establish a basis for this finding unless determined to be necessary by the District Board.

INFORMATION REQUIRED: Chain of Title from a Title Insurance Company for all transactions claimed to constitute sale, lease or financing of the parcel which is the subject of the variance application and each vacant parcel sharing a boundary line with the subject parcel, from the date applicant contends the subject parcel was first legally created to the date of the application.

FINDING:

The current zoning for the property is R-1/S-17/DR/CD (Single-Family Residential District/S-17 Combining District with 5,000 square foot minimum parcel size/Design Review/Coastal Development) and the property is 4,800 square feet as confirmed by a stamped survey provided by the Applicant. A Chain of Title was provided as required to establish a basis for this Finding. There is one vacant parcel sharing a boundary line with the subject property, lot 12.

The Subject Property, Lot 11, Block 76, is designated on the map entitled, "Plat of Resubidivision No. 7 of Granada, San Mateo County, California," which Map was filed in the Office of the Recorder of the County of San Mateo, State of California on August 4, 1908, in Book 6 of Maps at Page 64. This property was not conveyed separately from one or more surrounding adjacent parcels until October 29, 1976, which was after July 20, 1945, the effective date of the County's first subdivision ordinance. Therefore, this parcel was not legally created under the Subdivision Map Act. However, the County of San Mateo approved a Conditional Certificate of Compliance for it nonetheless on May 14, 2018, erroneously stating that the Subject Parcel was initially created through a 1908 subdivision. Under case law, the 1908 Subdivision Map did not create any parcels unless the parcels were timely conveyed into separate ownership from all contiguous parcels. Nevertheless, there was a Final Local Approval Notice filed with the Coastal Commission for the Conditional Certificate of Compliance and no appeal was filed by the requisite number of Coastal Commissioners or any interested party and the time to appeal has expired.

- (2) **REQUIRED FINDING:** Where the property is not shown on any recorded map, but is shown on a deed into separate ownership recorded prior to July 20, 1945, it has been

lawfully created for land use purposes by having been the subject of a legal conveyance into ownership separate from all contiguous parcels. Where a parcel is 4,750 square feet or greater in the S-17 or S-3 Zoning Districts, or 8,800 square feet or greater in the S-94 Zoning District, a chain of title shall not be required to establish a basis for this finding unless determined to be necessary by the District Board.

INFORMATION REQUIRED: N/A (Subject Property was not shown on a Recorded Map, nor was it shown on a deed into separate ownership recorded prior to July 20, 1945).

FINDING: Same as for (1) above.

- (3) **REQUIRED FINDING:** Where the property is in the Coastal Zone, it has not been conveyed into ownership separate from all contiguous parcels for the first time after the February 1, 1973 effective date of vested rights under the California Coastal Act without a Coastal Development Permit approving a land division for the creation of such parcel.

INFORMATION REQUIRED:

FINDING: Same as for (1) above. Lot 11, which comprises the subject property of this Variance Application, was conveyed into separate ownership from all contiguous parcels after February 1, 1973, specifically on October 29, 1976. Therefore this parcel was not legally created under the Coastal Act. However, the County has approved a Coastal Development Permit for the Application submitted for a Single Family Dwelling on the Subject Property which may be considered as covering the Land Division as well.

- (4) **REQUIRED FINDING:** Unless a parcel is 4,750 square feet or greater in the S-17 or S-3 Zoning Districts, or 8,800 square feet or greater in the S-94 Zoning District, a Certificate of Compliance or Conditional Certificate of Compliance has been issued for the property, and if the property is in the Coastal Zone, a Coastal Development Permit process was conducted for the issuance of such Certificate, if required by law or regulation.

INFORMATION REQUIRED: A Certificate of Compliance (conditional or unconditional) and a Coastal Development Permit if the subject parcel is in the Coastal Zone (or equivalent proof of parcel legality satisfactory to the District Board of Directors).

FINDING: The Subject Property is 4,800 square feet and is located the S-17 Zoning District. A Conditional Certificate of Compliance (Type “B”) was issued by the County. Applicant submitted to GCSO the Conditional Certificate of Compliance (Type “B”) issued by the County and recorded on May 14, 2018 (Document No. 2018-037195 CONF) which states that the subject property APN 047-111-270 is recognized as “one single, legally created parcel” which complies with the State of California Subdivision Map Act and the San Mateo County Subdivision Ordinance. No Coastal Development Permit was submitted with this Application; however, the County’s March 14, 2018

Letter of Determination indicates the County issued a Coastal Development Permit for the Application submitted for a Single-Family Dwelling which may be considered as covering the Land Division. There was a Final Local Approval Notice filed with the Coastal Commission for the Conditional Certificate of Compliance and no appeal was filed by the requisite number of Coastal Commissioners or any interested party and the time to appeal has expired. The Board of Directors of the Granada Community Services District can, and hereby does make this Required Finding (4).

- (5) **REQUIRED FINDING:** There are no features of the property or the development proposed thereon which have the potential to have a greater than usual contribution to wet weather sewage overflow.

INFORMATION REQUIRED: Site Plan, Topographic Map and Building Permit plans for the subject parcel including calculations by the drafter of the plans showing the percentage of the subject parcel covered with impervious surfaces.

FINDING: Pursuant to County of San Mateo Zoning Regulations for Site Coverage, the maximum parcel coverage is 35% for structures in the S-17 district greater than 16 feet in height, plus an additional 10% of site coverage for impervious surface area less than 18” above ground level (“non-structures”). (County Zoning Regs. §§ 6300.2.4; 6300.2.5; 6300.2.7). The maximum site coverage for structures is 35%, which equals 1,680 square feet in this case. The maximum site coverage for impervious non-structures is 10%, which equals 480 square feet in this case. The proposed coverage for the structure is 1,674 square feet (34%), which is below the maximum allowable site coverage. The Applicant has now submitted site coverage information regarding impervious non-structures showing that such coverage is 4.2 percent of the site. Hence, the subject property complies with County standards as to impervious non-structure surfaces. Thus, the District has sufficient information to determine site coverage for impervious surfaces would comply with the County standards and this Finding can be made if the Granada Community Services District sewer permit and the County planning permit includes the following Condition of Approval for the project:

At the time of application for a building permit, the applicant shall submit a permanent stormwater management plan in compliance with the County’s Drainage Policy to the Department of Public Works. A site drainage plan will be required that will demonstrate how roof drainage and site runoff will be directed to an approved location. This plan must demonstrate that post-development flows and velocities to adjoining private property and the public right-of-way shall not exceed those that existed in the pre-developed state.

The Granada Community Services District hereby requires that when and if it issues a sewer permit for the subject property, the above condition of approval be contained therein. Applicant is required to provide documented confirmation that Condition of Approval #41 in the County Staff Report stating as quoted above is contained in the County Planning Permit as issued prior to connection to the GCSD Sewer System.

- (6) **REQUIRED FINDING:** Provision of sewer service to the parcel which is the subject of the application would not significantly adversely affect the ability of the District to serve a conforming parcel in view of the applicable buildout limits in the County of San Mateo Local Coastal Program.

INFORMATION REQUIRED: The District already has or can obtain this information in the form of documentation showing the number of parcels in the District which have merged or which had their development rights transferred or otherwise eliminated since the completion of the Parcel Inventory and Development Potential Assessment for the Granada Sanitary District (prepared by J. Laurence Mintier & Associates in association with Kennedy/Jenks Consultants (District Engineer)). The District will apply the information to the application before it.

FINDING: The property is 4,800 square feet in size (short of the 5,000 square foot minimum zoning requirement used for buildout calculations by 200 square feet *i.e.*, 4% short of the minimum parcel size).

The Board of Directors of the Granada Community Services District finds that provision of sewer service to the property which is the subject of this application will not significantly adversely affect the ability of the District to serve a conforming parcel in view of the applicable buildout limits in the County of San Mateo Local Coastal Program.

- (7) **REQUIRED FINDING:** Granting of the variance would not constitute a special privilege not available to other property owners similarly situated.

INFORMATION REQUIRED: Written statement of relevant facts from Applicant comparing contiguous or nearby properties.

FINDING: Information provided by the Applicant was unresponsive to this finding. However, the property is 4,800 square feet (short of the 5,000 square foot minimum zoning requirement used for buildout calculations by 200 square feet, *i.e.*, 4% short of the minimum parcel size). One adjacent parcel and at least four other nearby parcels within 400 feet of the subject property are of similar size or smaller, are similarly developed (single-family housing), and have been provided with sewer service.

The Board of Directors of the Granada Community Services District finds that provision of sewer service to the parcel, which is the subject of this application will not constitute a special privilege not available to other property owners similarly situated.

- (8) **REQUIRED FINDING:** The property owner has demonstrated by a preponderance of the evidence presented to the District Board that the parcel cannot be rendered conforming (without rendering any contiguous parcel nonconforming) by acquisition of

one or more contiguous parcels by payment of fair market value for such contiguous parcel(s).

INFORMATION REQUIRED: Parcel size and setback for each contiguous parcel sharing a boundary line with the subject parcel and name and address of owner(s) of each such contiguous parcel together with documentation showing that each such owner has been offered fair market value for a portion of such contiguous property such that the subject parcel would be rendered conforming. The fair market value offer is not required if contiguous property is not vacant or, if developed, does not exceed minimum parcel size under the zoning ordinance.

FINDING: The Applicant has provided a letter discussing why the subject property cannot be rendered conforming by acquisition of one or more contiguous parcels. The Applicant has submitted evidence to the District that the owner of the vacant parcel to the east of the subject property has refused to sell any portion of the vacant parcel to owners of the subject property. The Applicant owns the property adjacent to the subject property to the north and northeast, at 131 Escalona Avenue. The Applicant has claimed the subject property cannot be made conforming by adjusting the lot lines between these properties because doing so would make the 131 Escalona Avenue property nonconforming as to setbacks. However, the Applicant does not provide evidence that the subject property cannot be made conforming through merger with this co-owned parcel. Further, in reference to the parcel to the west, the Applicant summarily states this “property already has a house on it.” This is insufficient to prove the owner(s) of the developed parcel to the west of the subject property is unwilling or unable to sell a portion of their land by payment of fair market value. Additional proof is needed since the parcel to the west is significantly larger than 4800 square feet, so it could agree to a Lot Line Adjustment to contribute 200 square feet to Lot 11.

Due to the incomplete information provided by the Applicant, the Board of Directors of the Granada Community Services District finds that the property owner has not demonstrated by a preponderance of the evidence that the property cannot be rendered conforming.

- (9) **REQUIRED FINDING:** The component lots comprising the property do not qualify for merger or will be merged or rendered undevelopable as a condition of the issuance of the variance.

INFORMATION REQUIRED: The District already has the needed information in the form of documentation showing the standards for merger in effect in the County of San Mateo at the time the variance application is considered by the District Board.

FINDING: Pursuant to San Mateo County Subdivision Regulations Section 7117 adopted under the authority of California Government Code Section 66451.11, contiguous parcels are not deemed merged solely by common ownership. However,

pursuant to Section 7118 the County may in its discretion merge Lot 11 and 12 where, as here:

Contiguous parcels are held by the same owner if any one of the contiguous parcels does not conform to the standards for minimum parcel size set forth by the County Zoning Regulations, and if all of the following requirements are met:

- a. At least one of the affected parcels is not developed with any structure for which a building permit was issued by the County, or for which a building permit was not required at the time of construction; or is developed only with an accessory structure or accessory structures; or is developed with a single structure, other than an accessory structure, that is also partially sited on a contiguous parcel or unit of land; and
- b. With respect to any affected parcel, one or more of the following conditions exist:
 - (1) Comprises less than five thousand (5,000) square feet in area at the time of the determination of merger.
 - (2) Was not created in compliance with applicable laws and ordinances in effect at the time of its creation.

No evidence has been submitted as to whether the County made a determination regarding the exercise of its authority to merge Lots 11 and 12. The owners of the Subject Property (Lot 11) also own the property directly to the north (Lot 12), which has already been developed with a single-family dwelling. Other than stating the property to the north is developed with a house, the Applicant has submitted no other evidence to support a finding that the Subject Property cannot be merged with the property to the north.

Therefore, GCSD finds the Subject Property may qualify for merger by the County with the commonly owned contiguous property to the north and that inquiry should first be made to the County Planning Director as to the County's intentions in this regard.

- (10) **REQUIRED FINDING:** The current property owner will not voluntarily accept a refund of fees, charges and/or assessments paid in exchange for agreement that the parcel will not ever be used to generate wastewater or garbage and there is no adopted District policy to unilaterally implement such a refund.

INFORMATION REQUIRED: Written statement of the Applicant of intent to develop. There is currently no District policy for unilateral implementation of such a refund.

FINDING: The Applicant provided a written statement to the District on September 26, 2018.

- (11) **REQUIRED FINDING:** For parcels which are less than 4,750 square feet in the S-17 or S-3 Zoning Districts, and for parcels which are less than 8,800 square feet in size in the S-94 Zoning District, the variance application was considered at a semi-annual meeting of the District Board held to consider and grant a total of no more than one semi-annual variance from among such variance applications submitted during the preceding six months based on the comparative merits of such application.

INFORMATION REQUIRED: Confirmation to be provided by District Administrator.

FINDING: This parcel is 4,800 square feet in the S-17 Zoning District requiring a minimum parcel size of 5,000 square feet. This Application for Variance does not trigger the semi-annual variance limitation, because it is greater than 4,750 feet. Therefore, the issuance of this Variance will not result in the issuance of more than one semi-annual variance.

ITEM #2

Blank

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Consideration of Semi-Annual Variance Application, APN 048-032-070,
Cortez Avenue, Parcel Owners: Zafar Irfan and Gina Moin
Date: February 21, 2019

This Item is for the consideration of granting a sewer permit variance for a new single-family dwelling proposed on APN 048-032-070, on Cortez Avenue. The parcel is 4,400 square feet in the R-1/S-94 zoning district (10,000 sq. ft. minimum). The application was submitted by Zafar Irfan, the parcel owner, on 10/12/18.

Pursuant to District Ordinance 139, a variance may only be granted based on evidence submitted to the District Board, which is sufficient for the Board to determine if specific findings have been met. For that purpose, District Counsel has provided the attached Findings Report, which will be reviewed at the meeting.

Ordinance 139 also limits the number of variances that may be approved for parcels under 4,800 square feet in size in the S-17 Zoning District or 8,800 square feet in size in the S-9 Zoning District, to one such variance approval in a six-month period. The last variance approval subject to this limit was granted on 07/19/18.

The following additional documents are attached for your consideration of this Item:

- A completed Variance Application
- Grant Deed
- Agent authorization letter and form
- Certificate of Compliance
- County Planning & Building Letter of Decision
- No Acceptance of Fees
- Statement of Relevant Facts
- Adjacent property information
- Letter offering purchase of contiguous parcel
- Assessor's Parcel Map
- Mainline map
- Project Plans

GRANADA SANITARY DISTRICT

OF SAN MATEO COUNTY

504 Avenue Alhambra, Third Floor · P.O. Box 335 · El Granada, CA 94018
Telephone: (650) 726-7093 · Facsimile: (650) 726-7099

VARIANCE APPLICATION

Parcel Information: Assessor's Parcel Number: 048 1032 1070 Lot(s): 9 Block: 8
Parcel Address or Location: CORTEZ AVE, HALF MOON BAY, CA MIRAMAR

Owner: Name(s) ZAFAR IRFAN & BINA MOIN Phone: 510-579-2802
Address: 299 E Warren Ave Fax #: _____
Fremont, CA 94539-7916 Cell #: _____

Owner's Agent: Name(s) N/A Phone: _____
Address: _____ Fax #: _____
Cell #: _____

Contractor: Name(s) N/A Phone: _____
Address: _____ Fax #: _____
Cell #: _____

Parcel Sq. Footage.: 4400 Zoning District: S-94 Structure(s) Sq. Footage: 2830
(Total)

Type of development (Check one): Single Family Dwelling: Multiple Unit/Apartments: _____
Mixed Use (Commercial Use Structure with a Living Unit): _____

Are there any trees on the parcel (Yes/No)?: NO If yes, how many?: _____ # to be Removed: _____

Additional Comments: NO TREES ON THE LOT - JUST WILD GRASS

For Single Family Dwellings Only:

Dwelling Sq. Ft.: 2387 Garage: 443 No. of Bedrooms: 4 No. of Baths: 3

For Mixed Use Only:

Check or Enter No.: Warehouse(s): _____ No. of Offices: _____ Square footage of Living Unit: _____

Applicants Signature: [Signature] [Signature] Date: 10/11/18

Printed Name: ZAFAR IRFAN & BINA MOIN Address: 299 EAST WARREN AVE, FREMONT, CA, 94539

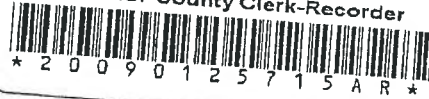
FOR DISTRICT USE ONLY (Please do not write below this line)

Attachments Provided:		DATE RECEIVED: <u>10/12/18</u>	
<input type="checkbox"/> Grant Deed	<input checked="" type="checkbox"/> Sq. Ft. Verified	<input checked="" type="checkbox"/> Contig Owner Info	<input type="checkbox"/> Agent Form
<input checked="" type="checkbox"/> Chain of Title	<input type="checkbox"/> Contig Vac Parcel Setbk	<input type="checkbox"/> No Acpte Stmt	<input checked="" type="checkbox"/> Other: <u>750-</u>
<input checked="" type="checkbox"/> Building Plans	<input type="checkbox"/> Contig Fair Mkt Doc	<input type="checkbox"/> Merger Docs	Complete?: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
No. of NCA's: <u>1</u>	No. Needed: <u>0</u>	NCA Pur App Needed?: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Provided or Recd? YES <input type="checkbox"/> NO <input type="checkbox"/>

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENT TO:
Zafar Irfan and Bina Moin
299 East Warren Avenue
Fremont, CA 94539

2009-125715
FIRST AMERICAN TITLE COMPANY
08:00am 09/21/09 DE Fee: 12.00
Count of pages 2 HM
Recorded in Official Records
County of San Mateo
Warren Slocum
Assessor-County Clerk-Recorder



Space Above This Line for Recorder's Use Only

A.P.N.: 048-032-070

File No.: 4104-2952549 (rml)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$45.65; CITY TRANSFER TAX \$;
SURVEY MONUMENT FEE \$

-] computed on the consideration or full value of property conveyed, OR
-] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
-] unincorporated area; [] City of Half Moon Bay, and

21

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **MAMIE RYCERSKI A SINGLE WOMAN** hereby GRANTS to **Zafar Irfan and Bina Moin, husband and wife as community property with right of survivorship**

the following described property in the unincorporated area of **Half Moon Bay, County of San Mateo, State of California:**

LOT NUMBERED NINE (9), STATE OF CALIFORNIA IN BLOCK NUMBERED EIGHT (8) AS SHOWN ON THAT CERTAIN MAP ENTITLED "SHORE ACRES, HALF MOON BAY, CAL. FIRST ADDITION TO THE CITY OF BALBOA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, DECEMBER 18, 1905 IN BOOK "B" OF ORIGINAL MAPS AT PAGE 12 AND COPIED INTO BOOK 3 OF MAPS AT PAGE 95.

Mail Tax Statements To: SAME AS ABOVE

FS Order: 25885251F
Doc: CA;SM;DYI;2009.125715

Recorded at the Request of,
and When Recorded Return to:
Pete Bentley, Project Planner
Planning and Building Department
455 County Center, 2nd Floor
Mail Drop PLN122
Redwood City, CA 94063

For Clerk Use Only

2014-047889 CONF

10:08 am 06/03/14 CC Fee: 27.00

Count of pages 5

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



* R 0 0 0 1 8 5 7 6 6 1 *

County of San Mateo
Planning and Building Department

CERTIFICATE OF COMPLIANCE

Pursuant to Government Code Section 66499.35(a)

Planning File No. PLN 2014-00116

The County of San Mateo has received a request from Zafar Irfan, 299 East Warren Avenue, Fremont, California, 94539, to determine if the real property owned by Zafar Irfan and Bina Moin, 299 East Warren Avenue, Fremont, California, 94539, Assessor's Parcel Number 048-032-070 and further described below, complies with the provisions of the California Subdivision map Act and the San Mateo County Subdivision Ordinance.

Property Description

APN 048-032-070

All that certain real property located in the unincorporated area of San Mateo County, State of California, and being more particularly described as follows:

LOT NUMBER NINE (9), STATE OF CALIFORNIA IN BLOCK NUMBER EIGHT (8) AS SHOWN ON THAT CERTAIN MAP ENTITLED "SHORE ACRES, HALF MOON BAY, CAL. FIRST ADDITION TO THE CITY OF BALBOA," FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, DECEMBER 18, 1905 IN BOOK "B" OF ORIGINAL MAPS AT PAGE 12 AND COPIED INTO BOOK 3 OF MAPS AT PAGE 95.

Being the same property acquired by Edmund S. Rycerski from Anton Hager, by deed recorded September 13, 1940 in Book 916, Page 219 of Official Records.

A plat showing the above-described parcel is attached hereto and made a part of.

The cited conveyance of this parcel occurred prior to the County initially adopting Subdivision Ordinance No. 595 on July 20, 1945; thus qualifying for the Type "A"

Certificate of Compliance

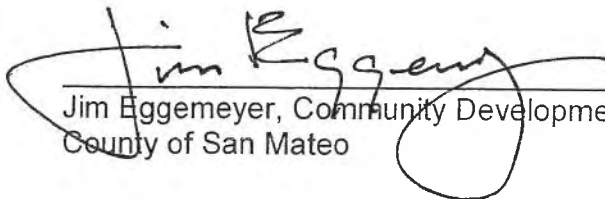
APN 048-032-070

Page 2

Certificate of Compliance. The subject Certificate of Compliance (Type A) shall represent 048-032-070 as one single, legally created parcel.

This is to certify that the real property described above complies with the State of California Subdivision Map Act and the San Mateo County Subdivision Ordinance.

NOTICE: This document certifies compliance with the State of California Subdivision Map Act and the San Mateo County Subdivision Regulations only. Any development on, or use of, the property described herein is subject to the San Mateo County General Plan, Zoning Regulations, building regulations, and other County regulations affecting use and development of the property. Further, this Certificate of Compliance shall in no way affect the requirements of any other federal, State or local agency that regulates development or use of real property.



Jim Eggemeyer, Community Development Director
County of San Mateo

5/27/14

Date

JKE:PSB:jlh – PSBY0442_WJN.DOCX
FRM00101.DOCX (7/9/13)

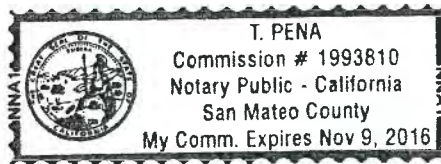
State of California)

County of San Mateo)

On 05/27/2014, before me, T. Peña,
a Notary Public, personally appeared JIM EGGEMEYER, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity, and that by
his signature on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____

A handwritten signature in cursive script, appearing to read "T. Peña", written over a horizontal line.

48-3

TAX CODE AREA



HIGHWAY

AVE

AVE

AVE

CABRILLO

ENCINA WAY

2 ND

AVE

3 RD

AVE

EN

DE

ARROYA

AVE

RAILROAD

SHORE

OCEAN

ALAMEDA

FORMER

AVE

R/W

MEDIO

CORTEZ

CORONADO

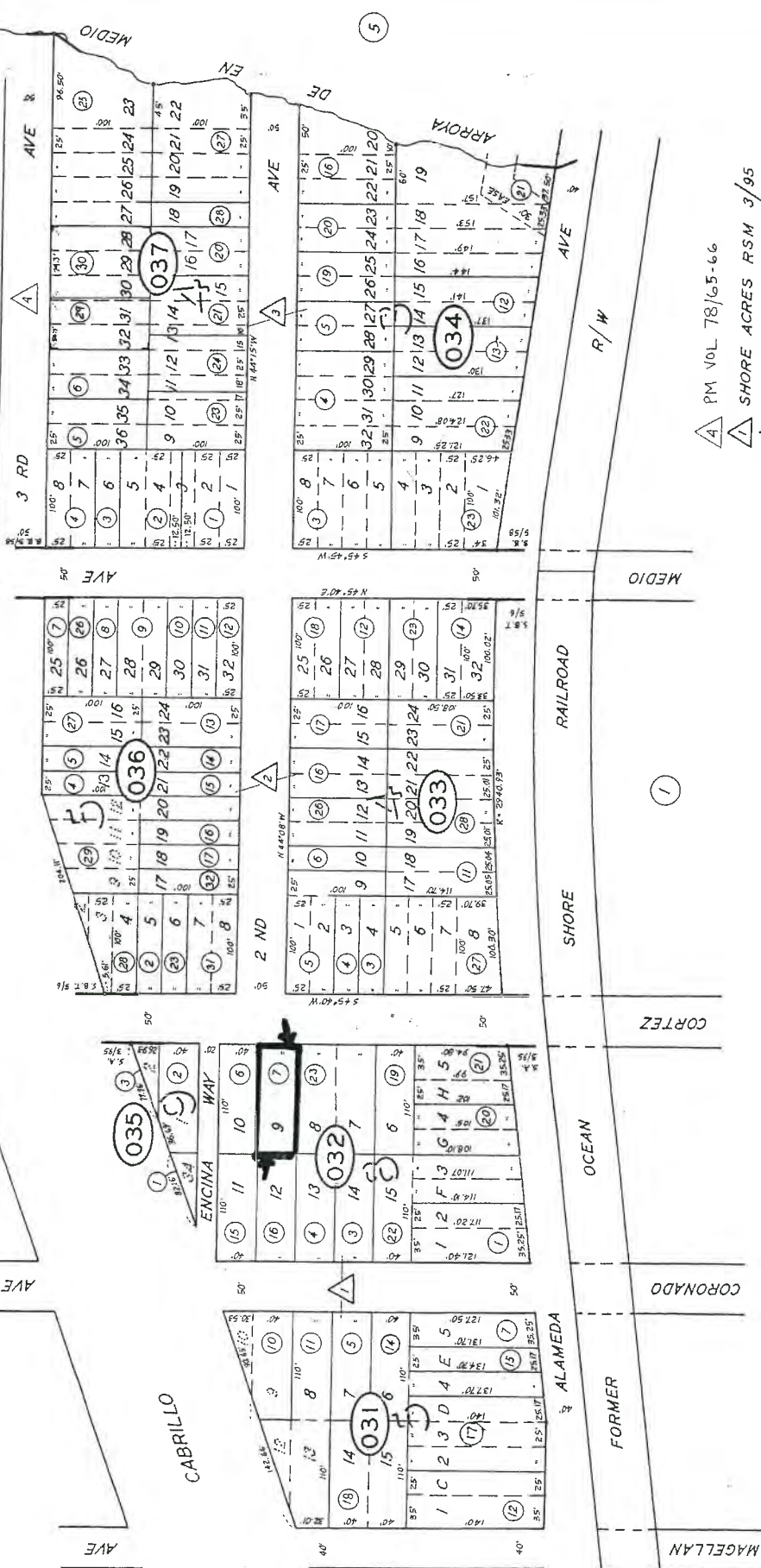
MAGELLAN

4

2

1

1



- 4 PM VOL 78/65-66
- 1 SHORE ACRES RSM 3/95
- 2 SOUTH BALBOA TRACT RSM 5/6
- 3 BROPHY'S BEACH RSM 5/58

ASSESSOR'S MAP COUNTY OF SAN MATEO CALIF.

Granada Sanitary District

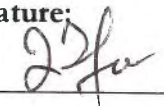
PROPERTY OWNER STATEMENT
"NO ACCEPTANCE OF FEES"

I / we ZAFAR IRFAN + BINA MOIN have submitted a sewer permit Variance Application to the District regarding the Property described as VACANT, CORTIZ AVE, HALFMOON BAY, (Enter address or, if vacant, enter "Vacant" with the street name, parcel lot number and block number), Assessor's Parcel No(s). 048 - 032 - 070, and hereby voluntarily make the following declaration in order to comply with District Ordinance Code section 603c.2(k):

I / we will not agree to the removal of any Granada Sewer Bond assessment levy and the refund of fees, charges and prior paid assessments in exchange for an agreement not to ever develop the property and not to ever generate wastewater or garbage from the property.

Current Property Owner(s):

Signature:

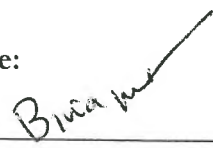
X 
ZAFAR IRFAN

(NAME PRINTED)

Date:

10/11/18

Signature:

X 
BINA MOIN

(NAME PRINTED)

Date:

10/11/18

To Granada Sanitary District

RE : 048-032-70 , (Lot 9, Block 8), Facts of Contiguous Parcels

Our parcel 048-032-70 , Lot 9, Block 8 (Legal Lot Type A) which is located on Cortez ave , Half Moon bay it consist of 4400 SQFT, Longer side is 110 ft long and width is 40 ft wide. Our lot is leveled and has no trees, just wild grass. No grading will be required to build our house on it.

Our left hand side neighboring lot has existing house built approximately some 15 years ago. Lot is level with our lot.

My right hand side lot (048-032-060) is vacant and consist of the same SQFT as mine. It is owned by owner Helen Carey. The lot is 110ft long and 40 ft in width just like our lot. The lot is leveled and has no trees. Very similar to mine.

The lot in the rear of our lot (048-032-016) is also a vacant parcel owned by SAN Mateo Land Exchange. The lot has the same SQFT as mine which 110ft x 40ft just like mine. The rear vacant lot has no trees and also a leveled lot.

We are providing this information from the County Zoning Map.

We are making these statements as best as we could with the information we have. Please see attached SAN Mateo county Parcel MAP attached.

Thanks

Zafar Irfan

Bina Moin

To Granada Sanitary District

RE: Parcel size and setback of each Contiguous Parcel

Our Parcel = 048-032-070, 4400 sqft, 110x40 SQFT.

Parcel = 048-032-060

Size 4400 SQFT, 110ft x 40ft, Setbacks= 20 ft
Front/Back, 10 ft sides

Owner = Helen Carey

Address = 2 Isabella Ave, Atherton, Ca, 94029

Parcel= 048-032-016

SIZE 4400SQFT, 110 FT X 40 FT, Setbacks=20 ft
Front/Back 10ft sides.

Owner = SAN Mateo Land Exchange,

Address= 19800 Macarthur Blvd, # 1000, Irvine , CA ,
92612

To SAN Mateo Land Exchange

Parcel : Lot # 12: 048-032-160

Re: Purchasing 600 Sqft part of your parcel.

Hi SAN Mateo Land Exchange,

I writing this letter to you to see If you are interested in selling 600 SQFT along your rear side of your parcel.

I'm trying to develop my lot and adding 600 sqft will make my lot conforming.

I can offer you fair value of the land for 600 sqft.

If you are interested, then please send me letter to address below within 7 business days

Thanks

Zafar Irfan

My parcel: 048-032-070

Address: 299 EAST WARREN AVE, FREMONT, CA, 94539

Zafar

10/5/17

NOTE = NO RESPONSE WAS RECEIVED

Zafar IRFAN

Zafar

*ZAFAR IRFAN
299 EAST WARREN AVE, FREMONT, CA 94539*



TO: SAN MATEO LAND EXCHANGE

19800 MACARTHUR BLVD

1000

IRVINE, CA, 92612

To Helen Carey

Parcel : Lot # 10 : 048-032-060

Re: Purchasing 600 Sqft part of your parcel.

Hi Helen,

I writing this letter to you to see If you are interested in selling 600 SQFT along your western side of your parcel.

I'm trying to develop my lot and adding 600 sqft will make my lot conforming.

I can offer you fair value of the land for 600 sqft.

If you are interested, then please send me a letter to address below within 7 business days.

Thanks

Zafar Irfan

My parcel: 048-032-070

Address: 299 EAST WARREN AVE, FREMONT, CA, 94539

Zf
10/5/17

NOTE: NO RESPONSE WAS RECEIVED

ZAFAR IRFAN

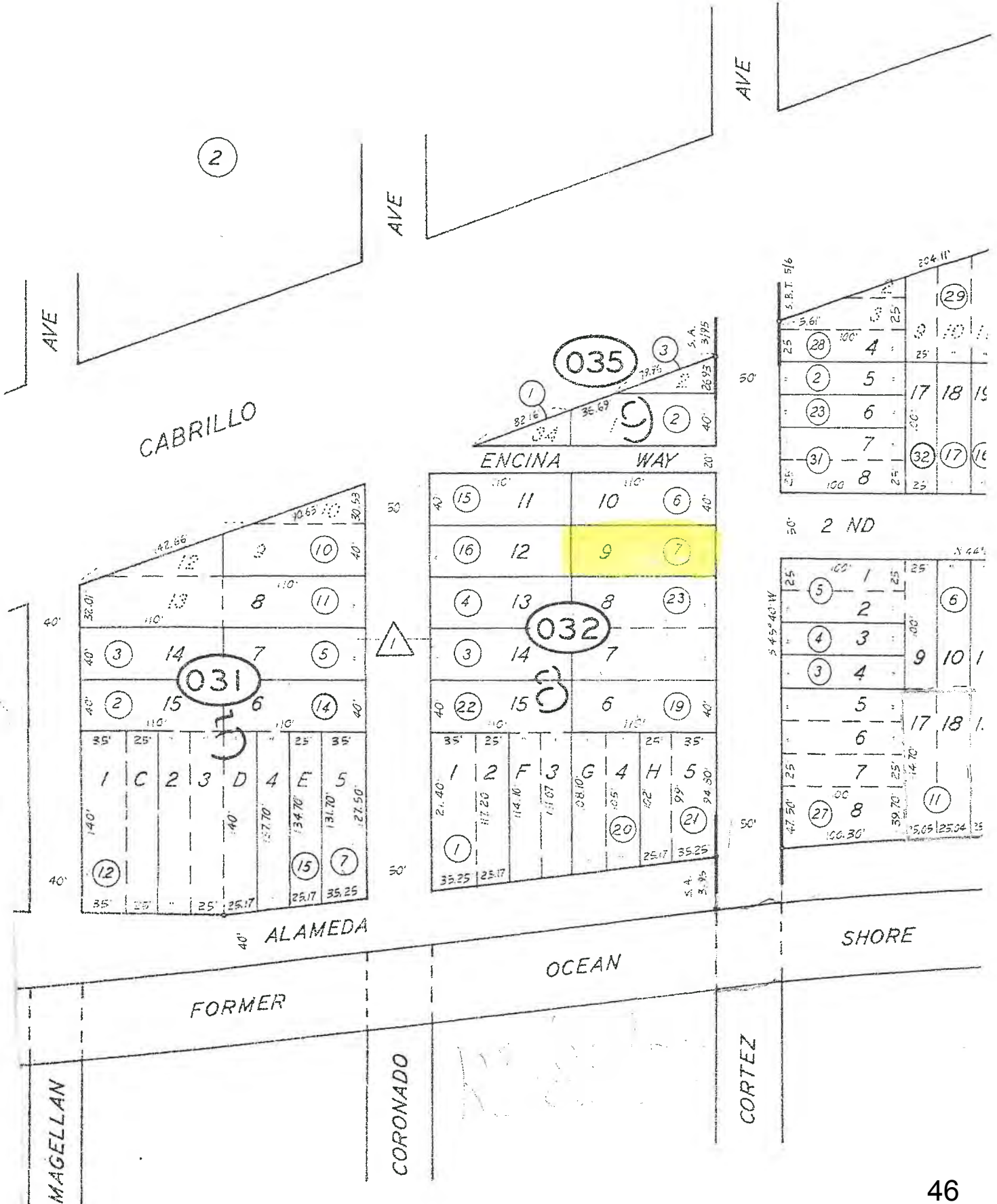
Zf

ZAFAR IRFAN
299 EAST WARREN AVE, FREMONT, CA, 94539



TO: HELEN CAREY
2 ISABELLA AVE
ATHERTON, CA, 94027

048-032-070
IRFAN + MOIN





078-032-070
 IFRAN + MORA

FINDINGS FOR SEWER PERMIT VARIANCE

Irfan-Moin

APN: 048-032-070

Cortez Avenue, Miramar

- (1) **REQUIRED FINDING:** Where the property is shown on a map first recorded prior to August 14, 1929 and has not been approved after March 4, 1972 by a recorded final subdivision map, it has been lawfully created for land use purposes by having been the subject of a legal conveyance into ownership separate from all contiguous parcels. Where a parcel is 4,750 square feet or greater in the S-17 or S3 Zoning Districts, or 8,800 square feet or greater in the S-94 Zoning District, a chain of title shall not be required to establish a basis for this finding unless determined to be necessary by the District Board.

INFORMATION REQUIRED: Chain of Title from a Title Insurance Company for all transactions claimed to constitute sale, lease or financing of the parcel which is the subject of the variance application and each vacant parcel sharing a boundary line with the subject parcel, from the date applicants contend the subject parcel was first legally created to the date of the application.

FINDING:

The current zoning for the parcel as R-1/S-94 (Single-Family Residential District/S-94 Combining District with 10,000 sq. ft. minimum parcel size/Design Review/Coastal Development) and the parcel is 4,400 sq. ft. There are two vacant parcels sharing a boundary line with the subject parcel, lots 10 and 12 and the required Chain of Title for those parcels was provided.

Lot 9, Block 8, is designated on the Map entitled “Shore Acres Half Moon Bay, California First Addition to the City of Balboa,” which Map was filed in the Office of the Recorder of the County of San Mateo, State of California on December 18, 1905, in Book 3 of Maps of Page 95. Since this Map was recorded prior to August 14, 1929 it did not “create” a legal parcel of record. However, this parcel was conveyed separately from surrounding adjacent parcels prior to July 20, 1945, the effective date of the County’s first subdivision ordinance. Therefore, this parcel was legally created by that deed of conveyance.

- (2) **REQUIRED FINDING:** Where the property is not shown on any recorded map, but is shown on a deed into separate ownership recorded prior to July 20, 1945, it has been lawfully created for land use purposes by having been the subject of a legal conveyance into ownership separate from all contiguous parcels. Where a parcel is 4,750 square feet or greater in the S-17 or S-3 Zoning Districts, or 8,800 square feet or greater in the S-94 Zoning District, a chain of title shall not be required to establish a basis for this finding unless determined to be necessary by the District Board.

INFORMATION REQUIRED: Same as for (1) above.

FINDING: N/A.

- (3) **REQUIRED FINDING:** Where the property is in the Coastal Zone, it has not been conveyed into ownership separate from all contiguous parcels for the first time after the February 1, 1973 effective date of vested rights under the California Coastal Act without a Coastal Development Permit approving a land division for the creation of such parcel.

INFORMATION REQUIRED: Same as for (1) above.

FINDING: Lot 9, which is the subject of this Variance Application, was conveyed into separate ownership from all contiguous parcels prior to February 1, 1973.

- (4) **REQUIRED FINDING:** Unless a parcel is 4,750 square feet or greater in the S-17 or S-3 Zoning Districts, or 8,800 square feet or greater in the S-94 Zoning District, a Certificate of Compliance or Conditional Certificate of Compliance has been issued for the property, and if the property is in the Coastal Zone, a Coastal Development Permit process was conducted for the issuance of such Certificate, if required by law or regulation.

INFORMATION REQUIRED: A Certificate of Compliance (conditional or unconditional) and a Coastal Development Permit if the subject parcel is in the Coastal Zone (or equivalent proof of parcel legality satisfactory to the District Board of Directors).

FINDING: The Subject Property is 4,400 square feet or less in the S-94 Zoning District. An Unconditional Certificate of Compliance (Type "A" UCOC) was issued by the County. Applicants submitted the Type "A" UCOC issued by the County and recorded on June 3, 2014 (Document #2014-047889CONF), which states that the subject property, APN 048-032-070, is recognized as "one single, legally created parcel" which complies with the State of California Subdivision Map Act and the San Mateo County Subdivision Ordinance. No Coastal Development Permit was required by law for this Type A UCOC. The Board of Directors of the Granada Community Services District can, and hereby does make this Required Finding (4).

- (5) **REQUIRED FINDING:** There are no features of the property or the development proposed thereon which have the potential to have a greater than usual contribution to wet weather sewage overflow.

INFORMATION REQUIRED: Site Plan, Topographic Map and Building Permit plans for the subject parcel including calculations by the drafter of the plans showing the percentage of the subject parcel covered with impervious surfaces.

FINDING: Pursuant to County of San Mateo Zoning Regulations for Site Coverage, the maximum parcel coverage is 30% for structures in the S-94 district, plus an additional 10% of site coverage for impervious surface area less than 18" above ground level ("non-structures"). (County Zoning Regulations §§ 6300.9.11.50 and 6300.9.11.70). The maximum site coverage for structures is 30% which equals 1,320 square feet in this case. The maximum site coverage for impervious non-structures is 10% which equals 440

square feet in this case. The proposed parcel coverage for the structure has been reduced to is 1,299 square feet (*i.e.*, less than 30%) and the applicant has agreed to replace the concrete driveway with permeable pavers so that the proposed coverage for impervious non-structures is less than 10%. Hence the site coverage for impervious surfaces as modified by the Applicant would comply with the County standards.

Finding (5) can only be made if the Granada Community Services District sewer permit or the County planning permit includes the following recorded Condition of Approval for the project:

At the time of application for a building permit, the Applicant shall submit a permanent stormwater management plan in compliance with the County's Drainage Policy to the Department of Public Works. A site drainage plan will be required that will demonstrate how roof drainage and site runoff will be directed to an approved location. This plan must demonstrate that post-development flows and velocities to adjoining private property and the public right-of-way shall not exceed those that existed in the pre-developed state.

Under the current circumstances, the Board of Directors of the Granada Community Services District determines that it can make this Finding (5).

- (6) **REQUIRED FINDING:** Provision of sewer service to the parcel which is the subject of the application would not significantly adversely affect the ability of the District to serve a conforming parcel in view of the applicable buildout limits in the County of San Mateo Local Coastal Program. Where the size of the subject parcel is less than 60% of minimum parcel size, the District can only make the finding that provision of sewer service would not significantly adversely affect the ability of the District to serve a conforming parcel in view of the applicable buildout limits in the County of San Mateo Local Coastal Program by placing a condition upon a recorded Sewer Permit that limits the number of bedrooms that the Sewer Permit will serve to two bedrooms.

INFORMATION REQUIRED: The District already has or can obtain this information in the form of documentation showing the number of parcels in the District which have merged or which had their development rights transferred or otherwise eliminated since the completion of the Parcel Inventory and Development Potential Assessment for the Granada Sanitary District (prepared by J. Laurence Mintier & Associates in association with Kennedy/Jenks Consultants (District Engineer)). The District will apply the information to the application before it.

FINDING: The parcel is 4,400 square feet in size (short of the 10,000 square foot minimum zoning requirement used for buildout calculations by 5,600 square feet, *i.e.*, 44% of the minimum parcel size).

The Board of Directors of the Granada Community Services District finds that because the subject parcel is less than 60% (*i.e.*, only 44%) of the minimum parcel size, the District cannot make this Finding (6) that the provision of sewer service would not

significantly adversely affect the ability of the District to serve a conforming parcel unless it places a condition upon the Sewer Permit that limits the number of bedrooms that the Sewer Permit will serve to two bedrooms. (District Code § 603(03)(B).) Applicant has revised his plans to be for only two bedrooms and hence Finding (6) can be made.

- (7) **REQUIRED FINDING:** Granting of the variance would not constitute a special privilege not available to other property owners similarly situated.

INFORMATION REQUIRED: Written statement of relevant facts from Applicants comparing contiguous or nearby properties.

FINDING: This is a Finding requiring the District Board's factual determination. The parcel is 4,400 square feet (short of the 10,000 square foot minimum zoning requirement used for buildout calculations by 5,600 square feet, *i.e.*, 56% short of the minimum parcel size). This could be considered a special privilege. However previous variances have been granted for a 4,800 square foot parcel and a 6,452 square foot parcel in 10,000 square foot minimum zoning.

The Board of Directors of the Granada Community Services District finds that provision of sewer service to the parcel which is the subject of this application will not constitute a special privilege not available to other property owners similarly situated.

- (8) **REQUIRED FINDING:** The property owner has demonstrated by a preponderance of the evidence presented to the District Board that the parcel cannot be rendered conforming (without rendering any contiguous parcel nonconforming) by acquisition of one or more contiguous parcels by payment of fair market value for such contiguous parcel(s).

INFORMATION REQUIRED: Parcel size and setback for each contiguous parcel sharing a boundary line with the subject parcel and name and address of owner(s) of each such contiguous parcel together with documentation showing that each such owner has been offered fair market value for a portion of such contiguous property such that the subject parcel would be rendered conforming. The fair market value offer is not required if contiguous property is not vacant or, if developed, does not exceed minimum parcel size under the zoning ordinance.

FINDING: Applicants have provided information demonstrating why the parcel cannot be rendered conforming by acquisition of one or more contiguous parcels. According to the applicant, property owner has made offers to the owners of adjacent lots 10 and 12, which are vacant, and that applicants have not received any responses to these offers. It is a factual determination for the Board to make whether these reasons are sufficient to establish that the parcel cannot be rendered conforming.

The Board of Directors of the Granada Community Services District finds that the property owner has demonstrated by a preponderance of the evidence that the parcel cannot be rendered conforming.

- (9) **REQUIRED FINDING:** The component lots comprising the property do not qualify for merger or will be merged or rendered undevelopable as a condition of the issuance of the variance.

INFORMATION REQUIRED: The District already has the needed information in the form of documentation showing the standards for merger in effect in the County of San Mateo at the time the variance application is considered by the District Board.

FINDING: No merger is possible based on the evidence submitted by Applicants.

- (10) **REQUIRED FINDING:** The current property owner will not voluntarily accept a refund of fees, charges and/or assessments paid in exchange for agreement that the parcel will not ever be used to generate wastewater or garbage and there is no adopted District policy to unilaterally implement such a refund.

INFORMATION REQUIRED: Written statement of the Applicants of intent to develop. There is currently no District policy for unilateral implementation of such a refund.

FINDING: Written statement provided October 11, 2018.

- (11) **REQUIRED FINDING:** For parcels which are less than 4,750 square feet in the S-17 or S-3 Zoning Districts, and for parcels which are less than 8,800 square feet in size in the S-94 Zoning District, the variance application was considered at a semi-annual meeting of the District Board held to consider and grant a total of no more than one semi-annual variance from among such variance applications submitted during the preceding six months based on the comparative merits of such application.

INFORMATION REQUIRED: Confirmation to be provided by District Administrator.

FINDING: This parcel is 4,400 square feet in the S-94 Zoning District requiring a parcel size measuring 10,000. This application for Variance qualifies for semi-annual consideration, because it is less than 8,800 square feet. There have not been other variance applications submitted in the applicable six months period other than this one. Therefore, the issuance of this Variance will not result in the issuance of more than one semi-annual variance.

ITEM #3

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AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Consideration of Parks Advisory Committee Appointments
Date: February 21, 2019

This Item is presented for Board consideration of appointing a member to the Parks Advisory Committee (PAC), which has been vacant since 10/29/18. With the revision to the PAC General Rules of Procedures at the last board meeting, two alternates may also be appointed to serve in the event of future vacancies.

The ad hoc PAC Selection Committee, consisting of Directors Clark and Suchomel, have interviewed the applicants and will provide recommendations at the meeting. The applications received are attached for your review.



Recd 1/7/19

APPLICATION PARKS ADVISORY COMMITTEE (PAC)

PERSONAL INFORMATION

Name: Richard Barker Primary Residence Address: 107 Isabella Ave

Mailing Address (if different from above): PO Box 1686 El Granada CA 9018

Home Phone: (650) 245-5061 Work: () Cell: ()

Preferred contact number: Home Work Cell Never call before: ____:____ AM

Best time to call: Morning Afternoon Evening Never call after: ____:____ PM

E-mail Address: Ric.Barker@gmail.com

How long have you lived at your current address? 15 yrs/mo On the Coastsides? ____ yrs/mo

I am: Married Single Number of children in household: 2 Ages: 7 & 10

List any special interests: _____

WORK EXPERIENCE

Current/Last Employer: Zoox Job Title: Engineer

Address: 1149 chess Dr Phone Number: _____ Length of Employment: 1 year
Foster city

Explain duties and experience that may be relevant to this committee: _____

EDUCATION

High School: Newport Years Completed: 4 Graduate? Yep Year: 1992

College: _____ Years Completed: _____ Graduate? _____ Degree: _____

List additional college and/or training, and include any certification and licenses acquired:

Have you previously served on the Board of Directors or PAC? Yes No (Check one)

Explain your interest in this committee and why parks and recreation issues are important to you: Coming from a family that is multi generational both able body and disabled that is extremely active in both organized and individual sports/activities. I surf, fish, ride bikes

Do you have any personal or financial interests that could be perceived as a conflict of interest if appointed to the committee? Yes No (CHECK ONE - If yes, please describe below).

Additional information you wish to provide for the consideration of this application:

SUBMIT BY MAIL:

Board of Directors
Granada Community Services District
Post Office Box 335
El Granada, CA 94018

IN PERSON:

Granada Community Services District
Harbor Vista Building
504 Avenue Alhambra, 3rd Floor
El Granada, CA 94018

VIA E-MAIL: dcomito@granada.ca.gov

QUESTIONS? Please call (650) 726-7093

By submitting this application, I, the undersigned, hereby understand and agree to accept the role if appointed to serve on the Granada Parks Advisory Committee, and to perform the duties required of committee members, and further, I understand that said service is voluntary, and that I will receive no remuneration or compensation for my service.



SIGNATURE

DATE

AGENCY USE: Mtg Date: _____ Appointed: ___ Yes ___ No Date: _____ Term: _____



APPLICATION

PARKS ADVISORY COMMITTEE (PAC)

PERSONAL INFORMATION

Name: LYLE COFFIELD Primary Residence Address: 925 FERDINAND EG, 94018

Mailing Address (if different from above): _____

Home Phone: () N/A Work: (415) 981-0983 Cell: (415) 606-5953

Preferred contact number: Home Work Cell Never call before: 7:00 AM

Best time to call: Morning Afternoon Evening Never call after: 11:00 PM

E-mail Address: LYLE.COFFIELD@COMCAST.NET

How long have you lived at your current address? 3 yrs/mo On the Coastside? 3 yrs/mo

I am: Married Single Number of children in household: 0 Ages: _____

List any special interests: CYCLING, Dog WALKING, BEACH WALKS, COOKING, FILM.

WORK EXPERIENCE

Current/Last Employer: KOKKARI LTD. Job Title: WINE BUYER/MANAG.

Address: 200 JACKSON SF. Phone Number: 415 981 0983 Length of Employment: 21 yrs

Explain duties and experience that may be relevant to this committee: RESTAURANT

MANAGEMENT + HOSPITALITY REQUIRE A DIVERSE SKILLSET.

PRIMARILY GREAT COMMUNICATIONAL SKILLS - EVENT PLANNING LOGISTICS, FACILITIES MAINTENANCE + BUDGETING

EDUCATION

High School: LONGMONT CO. Years Completed: 4 Graduate? Y Year: 1985

College: SFSU Years Completed: 4 Graduate? Y Degree: BACHELORS

List additional college and/or training, and include any certification and licenses acquired:

Have you previously served on the Board of Directors or PAC? Yes No (Check one)

Explain your interest in this committee and why parks and recreation issues are important to you:

AS A DAILY USER OF OUR COMMUNITY'S OUTDOOR SPACES, I CAN SEE THE NEED FOR AN ENTHUSIASTIC, MOTIVATED INDIVIDUAL (OR GROUP) TO FACILITATE THEIR MAINTENANCE, IMPROVEMENT + PROMOTION. I WOULD LIKE TO CONTRIBUTE IN THIS AREA.

Do you have any personal or financial interests that could be perceived as a conflict of interest if appointed to the committee? Yes No (CHECK ONE - If yes, please describe below).

Additional information you wish to provide for the consideration of this application:

I BELIEVE THAT OUTDOOR REC SPACES ARE A TERRIFIC COMPONENT TO A COMMUNITY'S HEALTH, BOTH PHYSICAL + SOCIAL. WE SHOULD WORK TO MAKE PARKS A FOCAL POINT AND A SOURCE OF PRIDE FOR EL GRANADA.

SUBMIT BY MAIL:

Board of Directors
Granada Community Services District
Post Office Box 335
El Granada, CA 94018

IN PERSON:

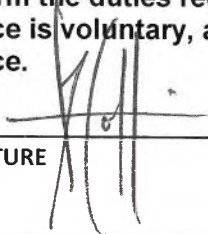
Granada Community Services District
Harbor Vista Building
504 Avenue Alhambra, 3rd Floor
El Granada, CA 94018

VIA E-MAIL: dcomito@granada.ca.gov

QUESTIONS? Please call (650) 726-7093

By submitting this application, I, the undersigned, hereby understand and agree to accept the role if appointed to serve on the Granada Parks Advisory Committee, and to perform the duties required of committee members, and further, I understand that said service is voluntary, and that I will receive no remuneration or compensation for my service.

SIGNATURE



1/10 2019
DATE

AGENCY USE: Mtg Date: _____ Appointed: ___ Yes ___ No Date: _____ Term: _____



GRANADA COMMUNITY SERVICES DISTRICT

APPLICATION
PARKS ADVISORY COMMITTEE (PAC)

PERSONAL INFORMATION

Name: Jean Knight Primary Residence Address: 453 Francisco St, El Granada 94018

Mailing Address (if different from above): PO Box 1087, El Granada 94018

Home Phone: Work: Cell: (650) 339-0479

Preferred contact number: Home Work Cell Never call before: AM

Best time to call: Morning Afternoon Evening Never call after: PM

E-mail Address: jean.dora@gmail.com

How long have you lived at your current address? 1yr/2mo yrs/mo On the Coastside? 11yr/2mo yrs/mo

I am: Married Single Number of children in household: 0 Ages:

List any special interests: Climate change, especially helping people visualize what that means for the coast and how they can help the community and local species adapt to changes.

WORK EXPERIENCE

Current/Last Employer: White Rabbit Beauty Job Title: Owner

Address: N/A (closed 6/2017) Phone Number: Length of Employment: 13 yrs

Explain duties and experience that may be relevant to this committee: Identifying goals and metrics, conducting financial analyses, decision-making about products/services, and most importantly, emphasizing customer service are skills that translate directly. Also, White Rabbit was part of an overall advocacy to end animal testing of cosmetics.

Other aspects of that advocacy involved working closely with other nonprofits and with government representatives to achieve the goal.

EDUCATION

Bishop Luers High School: Ft Wayne, IN Years Completed: 4 Graduate? Y Year: 1974

Massachusetts Institute of Technology College: Cambridge, MA Years Completed: 4 Graduate? Y Degree: BS in Civil Engr., Environmental specialty

List additional college and/or training, and include any certification and licenses acquired:

Stanford University, Stanford, CA, MS in Civil Engr, Water Resources specialty, 1985

Have you previously served on the Board of Directors or PAC? Yes No (Check one)

Explain your interest in this committee and why parks and recreation issues are important to you: Parks and recreation are important to quality of life and provide vibrant areas that bring the community

together. Recreation also is a serious need for coastal youth, who have few places outside the schools for activities.

My specific interest, which dates from when I worked on climate change in the late 1990s, is climate change adaptation.

I would love to help people visualize what that means for our coast, perhaps through trail exhibits or in other ways, and also to demonstrate to residents what they can do to help our community and local species adapt.

Do you have any personal or financial interests that could be perceived as a conflict of interest if appointed to the committee? Yes No (CHECK ONE - If yes, please describe below).

Additional information you wish to provide for the consideration of this application:

I worked in environmental engineering for about 22 years (until 2006), primarily on groundwater studies and remediation and on hazardous waste cleanup. Worked for the US EPA, for consulting engineering firm, and as independent consultant.

SUBMIT BY MAIL:

Board of Directors
Granada Community Services District
Post Office Box 335
El Granada, CA 94018

IN PERSON:

Granada Community Services District
Harbor Vista Building
504 Avenue Alhambra, 3rd Floor
El Granada, CA 94018

VIA E-MAIL: dcomito@granada.ca.gov

QUESTIONS? Please call (650) 726-7093

By submitting this application, I, the undersigned, hereby understand and agree to accept the role if appointed to serve on the Granada Parks Advisory Committee, and to perform the duties required of committee members, and further, I understand that said service is voluntary, and that I will receive no remuneration or compensation for my service.

Jean Knight
SIGNATURE

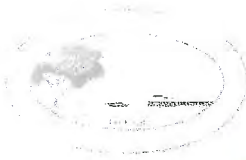
Jan 14, 2019
DATE

AGENCY USE: Mtg Date: _____ Appointed: ___ Yes ___ No Date: _____ Term: _____

GRANADA COMMUNITY SERVICES DISTRICT

JAN 29 2018

Rec'd By: _____



APPLICATION
GRANADA PARKS ADVISORY COMMITTEE (GPAC)

Name: Gael Erickson Primary Residence Address: 242 Francisco St. El Granada

Mailing Address (if different from above): P.O. Box ~~200~~ 2905 El Granada

Home Phone: (650) 726-4416 Work: (650) 7264416 Cell: (650) 465-3360

Preferred contact number: Home Work Cell Never call before: _____:_____ AM

Best time to call: Morning Afternoon Evening Never call after: _____:_____ PM

E-mail Address: gaelerickson@gmail.com

Are you currently a PAC member or have you previously served on the committee? No Yes

Please list your education, prior experience, and any accomplishments related to parks and recreation, or other information about yourself which may be useful if appointed to serve on the committee.

I have served on the Granada Community Services
district, the Midcoast Community Council Parks +
Recreation Committee, the Midcoast Park Lands
board, & I have volunteered for many organizations - See
Attached

Do you have any personal or financial interests that could be perceived as a conflict of interest if appointed to the committee? No Yes (CHECK ONE - If yes, please describe below).

How long have you lived at your current address? 15 yrs/mo On the Coastsides? 17 yrs/mo

I am: Married Single Number of children in household: _____ Ages: _____

List any special interests: hiking, leading hikes + outdoor activities
gardening,

Additional information you wish to provide for the consideration of this application:

I currently work with elementary + middle
school students & have experience taking them
on outings - in outdoors.

- Working with staff in the San Mateo County Parks Planning department on projects including Mirada Surf and the Fitzgerald Marine Preserve.
- Joining the city of Half Moon Bay Parks Committee for the “new park”.
- Serving on the Midcoast Community Council.
- Volunteering on MCC Parks and Recreation projects such as the Parks and Recreation Needs Assessment.
- Volunteering as an outings leader for Greenbelt Alliance. This work includes visiting many county and state parks.
- Establishing contacts with the staff and volunteer groups at several county parks.
- Serving on the board of directions for three non-profit organizations involved in open space preservation and park planning: Midcoast Park Lands, Committee for Green Foothills and the Trail Center in Palo Alto (formerly).
- Professional experience as a publications manager and instructional designer.

ITEM #4

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AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Consideration of Parks Advisory Committee Work Plan
Date: February 21, 2019

The Parks Advisory Committee (PAC) approved a Work Plan at a meeting held on February 4, 2019, which is presented for Board approval. The Work Plan is based on the Parks Priority List approved at the last board meeting held in January. Once approved by the Board, the Work Plan will generally dictate PAC's focus for the 2019 calendar year.

Please note that PAC will require direction from the Board in order to address the first park priority, which is to plan Burnham Park.

DRAFT PARKS ADVISORY COMMITTEE WORK PLAN
(Approved by PAC on 02/04/19)

Prioritized Parks & Recreation Items:	WORK PLAN:
1. Support efforts to plan for a Burnham Park and the protection of resources in that area.	PAC needs direction from the Board to pursue this priority.
2. Identify, write brochure, and promote a 2019 Summer Recreation Program.	PAC is completing this task and will finalize class details by mid-March.
3. Maintain the parks and recreation webpage on the GCSO website, and provide recreation-focused information for quarterly e-newsletter.	PAC has appointed a sub-committee to update the parks page on the District's website. Will be working with staff to improve visual presentation. The newsletter, website updates, and suggested improvements should be finalized coinciding with the finalization of the Recreation Guide (above) by mid-March.
4. Develop a trail and amenities plan for all El Granada medians, with a priority on median 11 (Avenue Portola).	PAC approved a draft Median Trails Plan on 06/12/18, which identifies twelve tasks needed for plan development. PAC is seeking Board direction to move forward to update the task list.
5. Work with Cabrillo Unified School District to improve existing facilities at El Granada Elementary School.	PAC will reach out to the school to see what projects (if any) need funding.
6. Advocate for a pump track to be built in Quarry Park.	PAC and staff will contact the County Parks Dept. to obtain an update on the status of this project. Would like to set up a meeting with County Parks to discuss.

PAC Median Trails Plan (04/11/18-draft)

Tasks

[The] Median Trails Plan must include:

1. A discrete plan for each of the 24 medians, including trail, landscape and seating designs, to enable selective improvement of each median based on priorities and time frames to be determined in the future and subject to GCSD Board approval, applicable permit acquisition and build-out contract timelines.
2. Robust community outreach regarding alternatives for improvements on each median, which may include formal community meeting(s) as well as informal and visible outreach event(s).
3. Evaluate picnic table and bench location opportunities and recommended materials. Note: Barbecue grills are not allowed, per the Median Use Permit from SMC.
4. Identify trail access improvements including possibility of single track and multi-use trails on the medians as well as ADA access.
5. Identify pedestrian and bicycle crosswalk improvements needed for safety and visibility by drivers.
6. Develop a system of recommended signs for wayfaring and recommendations for interpretive themes for future signage to be developed.
7. Identify how the medians, including low maintenance landscaping, can play a role in addressing street drainage for storm water benefits.
8. Discrete cost estimates for trail, landscape and seating improvements for each of the 24 medians, to support selective implementation.
9. Evaluate the potential and estimate costs for passive and active recreational options on a select few medians, where suitable and well-supported by community outreach. Refer to SMC El Granada Medians Use Permit for permissible activities.
10. Certified arborist report for each of the 24 medians that evaluates the health of the trees, any hazard abatement need for public safety including tree removal and limb removal, and recommended ongoing tree management and maintenance practices, including recommended selection of future native drought tolerant trees, tree spacing standards and strategies for financially efficient operation of the medians' overall forest.
11. Assistance in securing Coastal Development Permits and Grading and Tree Removal and Tree Maintenance Permits from SMC Planning Department.
12. Final presentation of the Median Trail Plan alternatives, arborist report, tree management proposal and plan to secure needed permits.

ITEM #5

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GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Chuck Duffy, General Manager
Subject: Consideration of Roadway Medians Ownership
Date: February 21, 2019

Attached to this memo is the District's legal counsel memo on the ownership of the Ave. Balboa medians. This item has been placed on the agenda at the request of Director Dye.

Brian Wong, Deputy County Counsel
Office of the San Mateo County Counsel
400 County Center 6th Floor
Redwood City, CA 94063

Re: **El Granada Medians**

Dear Mr. Wong,

Following previous discussions between our office and yours we have conducted some research and analysis, as General Counsel for the Granada Community Services District, (“GCSD”) as to the legal status of the boulevard medians, circles and plazas in El Granada as to which GCSD seeks an easement from the County for park and recreation purposes. In particular we have researched whether the medians, circles and plazas have the same status as public streets and so the property owners have the underlying fee “to the middle of the street” and the County merely owns an easement. Notably, in the original 1908 subdivision map, the lots are not shown as going to the middle of the streets and the map refers to the dedication of “public places,” (Attachment A) which historical records make clear were references to the tree-planted medians, circles and plazas. Thus, pursuant to our research discussed below a fee interest was dedicated to the County and there is no interest retained by the surrounding property owners.

The 1908 subdivision map, and the County’s acceptance thereof, indicate that the County accepted the dedication of the medians as public places (qualifying as parks as explained below), thus granting the County a fee interest in the medians, circles and plazas. The 1908 Plat of Re-subdivision of Subdivisions No. 2 and 3 of Granada states that “The County of San Mateo, acting through its Board of Supervisors, duly assembled, as accepted and does hereby accept for and on behalf of the said County of San Mateo, and the public, all of the highways, streets, avenues, allys [sic], and **public places** set forth, shown and described within and upon the map or plot to which this certificate is attached the same being known as Re-Subdivisions of Subdivisions No. 2 and 5 of Granada; and that from and after the recording of this plat, in the manner required by law, all of said highways, streets, avenues and public places shall be and thereupon become dedicated to public use.” (Attachment 1).

On August 3, 1908, the Board of Supervisors approved the recording of the map of Subdivision No. 2 and 3 of Granada. (Attachment 2). The Resolution states: “Now therefore, be it resolved, that all the streets, avenues, highways and **public places** upon said map or plat, as delineated and set forth therein, namely Isabella Avenue, Avenue Portola, Ferdinand Avenue, Avenue Alhambra, the Alameda, Palm Street, Francisco Street, Columbus Street, San Clemente Avenue, Plaza Alhambra, Coronado Street, Coronado Avenue, Sam Luis Avenue, being all of the streets, **public places**, highways and avenues set forth on said plat, be, and the same and each of them are hereby accepted on behalf of the petition by the Board of Supervisors of San Mateo

County, and the same hereby is dedicated to public use, and the Clerk of the Board is hereby directed to endorse on said map said acceptance, and the same and each of them are hereby accepted on behalf of the public by the Board of Supervisors of San Mateo County, and the same hereby are dedicated to public use, and the Clerk of this Board is hereby directed to endorse upon said map said acceptance.”

“Be it further resolved that this resolution be adopted and said plat or map accepted upon and subject to the express condition that the County of San Mateo does not hereby become responsible or liable for any cost, charge, or expense, either for grading, maintaining or for any other road purpose as to any of said public places, streets, highways and avenues. This condition as to the incurring of cost, charge or expense, being left to the discretion of future Board of Supervisors of said County, no one of said members of said Board of Supervisors of said County shall be liable for damages in any sum or amount arising by or through any defect of any kind in said streets, highways, avenues and public places.” (Attachment 2).

At the time that the County accepted the offer of dedication, the law stated that “The map or plat so made, acknowledged, and certified shall be presented to the governing body having control of the streets, roads, alleys, and highways in the territory shown on the map or plat, and said governing body shall indorse thereon which streets, roads, alleys, and highways offered by said map or plat, they accept on behalf of the public and thereupon such streets, roads, alleys, and highways only as have been thus accepted, shall be and become dedicated to public use.” Subdivision Map Act Chapter CXXIV §3 (1893).

State law supports the conclusion that when the County accepted the dedication of “public places” in 1908 it acquired an interest in fee. In California to determine the interest that was acquired by the public, courts look “to the purpose for which the lands were dedicated.” Loyd P. Derby, *Dedication of Land In California*, 53 Cal. L. Rev. 559 (1965); See, e.g., *City of Los Angeles v. Pacific Elec. Ry.*, 168 Cal. App. 2d 224 (1959). “If land is dedicated for street or highway use, the public merely acquires an easement across the land; if a parcel is dedicated for use as a park or beach, the public acquires a fee simple interest.” Loyd P. Derby, *Dedication of Land In California*, 53 Cal. L. Rev. 559 (1965); See, e.g., *Morse v. E. A. Robey Co.*(1963) 214 Cal. App. 2d 464 (1963).

The first California case to state clearly that dedication of park lands to public use results in an acquisition by the governing body of a fee simple interest in the property held that deed conveyance of land for a public purpose will ordinarily vest the public with the same rights as if the land had been acquired by condemnation. *Washington Blvd. Beach Co. v. City of Los Angeles* (1940) 38 Cal. App. 2d 135. Two earlier park dedication cases, *Slavich v. Hamilton* (1927) 201 Cal. 299, and *Archer v. Salinas City* (1892) 93 Cal. 43, while failing to describe the legal title acquired by the public, did state that when dedication is complete the property becomes public property and the owner loses all control over it. Loyd P. Derby, *Dedication of Land In California*, 53 Cal. L. Rev. 559 (1965).

In *Washington Blvd. Beach Co. v. City of Los Angeles*, 38 Cal. App. 2d 135 a subdivision map designated a piece of beach property “the Strand” and the map endorsed the dedication for public use of the streets, avenues, “the Strand” and public alleyways. The County accepted the offer of dedication but did not explicitly mention “the Strand.” This subdivision later became a part the City of Venice. The Defendant contended that the dedication of “The Strand” to public use resulted in the acquisition by the City of a fee simple to the property in suit because “the public acquires the same rights in property by dedication as by condemnation, and that in California the public acquires a fee simple in property condemned for park purposes.” *Id.* At 183 (Code Civ. Proc., sec. 1239.) The Court agreed, holding that “the finding of the trial court that the City of Los Angeles is the owner in fee simple of the real property, the title to which is in dispute, was clearly sustained by the evidence.” *Id.*

Morse v. E. A. Robey & Co. (1963) 214 Cal. App. 2d 464 corroborated this holding, “The general rule is that a dedication for park purposes passes a fee simple to the grantee [citation]. . . . And a conveyance for park use not only carries all oil and minerals, but also the right to develop same in any manner not inconsistent with use of the surface of the land for park purposes.”

Here, it is clear that the medians were dedicated for public parks purposes, and not for streets. Many historical documents about El Granada discuss the original plan to build parks on the median strips throughout the community. “Granada a Synonym for Paradise,” a book about the history of El Granada, discusses the planting of trees in the boulevards, circles, and train station plazas circa 1911 and refers to these areas as “parks” : “Shore Line planted trees – eucalyptus, Monterey pines, and cypress – in all boulevards, circles and train station plazas. It called these areas “parks” and claimed to have thirty planted parks in Granada.” Barbara VanderWerf, *Granada, a Synonym for Paradise: The Ocean Shore Railroad Years* (1992) (Attachment 3). These trees remain in the boulevard medians and circles today.

The book states that “Burnham recommended tree plantings in all public spaces. Shoreline complied by planting hundreds of thousands of trees – mostly blue-gun and eucalyptus—in the hills which were to be public parks, and in the boulevards, circles, and train station plazas.” (Attachment 3). Those familiar with the history of Granada recall that Burnham stated that the boulevard medians, circles, and plazas were linear “park chains” and that the intent was that anyone could walk from their house through the linear parks to the center of town.

For these reasons, the District believes that there is ample evidence that the County owns the medians in fee and recommends that the County grant an easement to the District so that the District can build passive and active parks, and offer parks and recreation services on public spaces, and fulfill the original plan of the community of El Granada. We have enclosed a Grant of Easements and Easement Agreement as previously provided with some revisions to reflect the foregoing analysis. This document includes an indemnification of the County of San Mateo as to any dispute by a third party as to the County’s ownership of an interest in the medians, circles, and plazas used by GCSO for park and recreation purposes.

El Granada Medians Easement

July 1, 2016

Page 4

Thank you for your consideration of this letter.

Very truly yours,
Wittwer Parkin, LLP

By: Natalie Kirkish

CC

Supervisor Don Horsley, San Mateo County Board of Supervisors

Nicholas Calderon, Real Property Manager, San Mateo County

Joe Lo Coco, Deputy Director Road Services, San Mateo County

Marlene Finley, Director, San Mateo County Parks

Granada Community Services District Parks Advisory Committee

Encls.

3 Attachments

ITEM #6

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From: Beverli Marshall [mailto:bmarshall@samcleanswater.org]
Sent: Tuesday, January 29, 2019 10:32 AM
To: Chuck Duffy
Cc: Delia Comito
Subject: Mid-Year Budget Amendment Request for FY 2018/19

Chuck,

At last night's SAM Board meeting, the Board agreed with the mid-year budget amendment and authorized me to send it to the member agencies for the Board/Council approval. I have attached the staff report showing the details of the request and the amounts for each member agency.

Please let me know if you have any questions regarding the request.

Beverli A. Marshall
General Manager
Sewer Authority Mid-Coastside



SEWER AUTHORITY MID-COASTSIDE

Staff Report

TO: Honorable Board of Directors
FROM: Beverli A. Marshall, General Manager
SUBJECT: **Authorize the General Manager to Submit a Budget Amendment for Fiscal Year 2018/19 to Member Agencies for Approval**

Executive Summary

The purpose of this report is for the Board of Directors to discuss the proposed budget amendment for Fiscal Year 2018/19.

Fiscal Impact

The fiscal impact of the budget amendment for FY 2018/19 is \$328,000. The impact to the member agency assessments is (rounded to nearest \$):

JPA Assessments for Each Member Agency

	<u>FY 2018/19</u>	<u>Amended</u>	<u>\$ Change</u>	<u>% Change</u>
Half Moon Bay	\$3,360,430	\$3,542,142	\$ 181,712	5.4%
GCSD	\$1,454,171	\$1,532,891	\$ 78,720	5.4%
MWSD	\$1,249,147	\$1,316,715	\$ 67,568	5.4%
Total	\$6,063,748	\$6,391,748	\$ 328,000	5.4%

Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan Goal 3: *“Consider long-term costs and ensure that finances are stable and understandable by the board, member agencies, and the public.”*

BOARD MEMBERS:	J. Blanchard	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd	M. Clark	A. Eisen
	J. Harvey	H. Rarback	

Background and Discussion/Report

The General Budget for FY 2018/19 was presented based on the issues known as of June 2018. Since that time, several events (listed below) occurred that required funds above the adopted budget.

Additional legal services for ERF lawsuit and special projects	\$100,000
Legal counsel for ERF lawsuit and special projects	\$100,000
Accounting services in response to Auditor’s comments	\$60,000
Fire control panel replacement and related permits	\$30,000
Inspection and installation of fire sprinkler system	\$23,000
Electrical work related to fire control system replacement	<u>\$15,000</u>
	\$328,000

- At the October 22, 2018, meeting the SAM Board approved a contract with Edgcomb Law Group LLP to represent SAM in response to the federal lawsuit filed by the Ecological Rights Foundation (ERF).
- At the January 14, 2019, meeting the SAM Board approved a contract term extension and increase to the contract with Bold, Polisner, Madow, Nelson & Judson through June 30, 2019. The additional contract costs are estimated at \$100,000 to cover assistance with the ERF lawsuit and special projects requested by the Board.
- The comments made by the auditor in the FYE June 30, 2017, financial statements reflected the need for high level accounting services to supplement staff resources. At the October 22, 2018, meeting the SAM Board approved a contract with Maze & Associates to provide these services through December 31, 2019. The estimated cost for FY 2018/19 is \$60,000.
- The existing fire control system sends out false alarms requiring the fire district and SAM staff to respond. Additionally, it was determined that the current system does not meet current code. Therefore, the necessary parts and services were procured to resolve the false alarms and to update the system to code. These are yet to be installed for which we are waiting on a proposal.

Sufficient cash reserves continues to be an issue. As recommended by the auditor, staff included \$250,000 in the FY 2018/19 Adopted Budget to repay the Emergency Project Reserve. Unfortunately, the additional funding is not sufficient to cover the unplanned expenses that have occurred subsequent to budget adoption. In addition, if these funds were to be applied to the unexpected expenses, the Emergency Project Reserve would

BOARD MEMBERS:	J. Blanchard D. Penrose	B. Dye D. Ruddock	R. Lohman K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd J. Harvey	M. Clark H. Rarback	A. Eisen

show no improvement from when the auditor reviewed the financial statements last fiscal year.

If this budget amendment is authorized by the SAM Board, the General Manager will submit the request to the member agencies for their consideration. If approved by the member agencies, the applicable assessments will be billed in a single invoice to each agency within 30 days of their approval.

Staff Recommendation

Staff recommends that the Board of Directors authorize the General Manager to submit the budget amendment for FY 2018/19 to the member agencies and to request that this item be placed on the next regular meeting for each agency to consider and approve.

Supporting Documents

Attachment A: FY 2018/19 Mid-Year Budget Amendment Request

BOARD MEMBERS:	J. Blanchard	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd	M. Clark	A. Eisen
	J. Harvey	H. Rarback	

FY 2018/19 Mid-Year Budget Amendment Request

Item #	Amount	Description	Justification	SAM Board Approval	JPA Allocations		
					HMB	GCSD	MWSD
1	\$ 100,000	Contract with Edgcomb Law Group LLP for EFR lawsuit	Budget did not include funds for the additional services needed for the ERF lawsuit	10/22/18	\$ 55,400	\$ 24,000	\$ 20,600
2	\$ 100,000	Additional legal services for ERF lawsuit and special projects	Budget did not include funds for the additional services in response to SAM Board action	1/14/19	\$ 55,400	\$ 24,000	\$ 20,600
3	\$ 60,000	Accounting services performed by Maze & Assoc.	Conform with auditor's recommendations for FYE 6/30/17	10/22/18	\$ 33,240	\$ 14,400	\$ 12,360
4	\$ 30,000	PO to Johnson Controls for parts, labor, and permits for fire control panel	Unanticipated costs to replace failing fire control system		\$ 16,620	\$ 7,200	\$ 6,180
5	\$ 23,000	PO to Walschon Fire Protection Inc. to inspect and install fire sprinkler system	Unanticipated costs to replace failing fire control system		\$ 12,742	\$ 5,520	\$ 4,738
6	\$ 15,000	PO to Calcon Systems Inc. for electrical work related to fire control panel	Unanticipated costs to replace failing fire control system		\$ 8,310	\$ 3,600	\$ 3,090
\$ 328,000					\$ 181,712	\$ 78,720	\$ 67,568

ITEM #7

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GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Chuck Duffy, General Manager
Subject: Consideration of an Easement Agreement with SAM for the SAM
Wet Weather Storage Facility
Date: February 21, 2019

I have attached a near final version of the easement agreement with SAM for the SAM Wet Weather Storage Facility – Phase 2, located on the District’s Burnham Strip parcel. The easement agreement encompasses three separate easements: 1) an easement for the underground storage box culverts themselves; 2) a temporary access easement to allow SAM staff to maintain and clean the box culverts; and 3) a temporary construction easement. Also included as part of this agenda item is the associated environmental documentation for the easement. Staff recommends your board approve this easement and environmental documentation subject to SAM’s obtaining a Coastal Development Permit for the project, and subsequent final approval by District Counsel.

RECORDING REQUESTED BY:

Granada Community Services District

WHEN RECORDED, PLEASE MAIL THIS INSTRUMENT TO:

Granada Community Services District
Post Office Box 335
El Granada, CA 94018

SPACE ABOVE FOR
RECORDER'S USE ONLY
NO FEE (Gov. C. §27383)

Documentary transfer tax is \$0.00 (Rev. & Tax C. §11922)

Assessor's Parcel No. 047-262-010 (portion)

**SUPERSEDING GRANT OF EASEMENTS AND AGREEMENT
FOR WET WEATHER STORAGE FACILITY**

This Superseding Grant of Easements and Agreement for Wet Weather Storage Facility (collectively “ Easement Grants and Agreement”) is made effective and entered into this ___ day of _____ 2019, by and between the Granada Community Services District, a community services district organized under the Community Services District Law (Government Code Section 61000 *et seq.*), hereinafter called “GCSD” or “Grantor,” and the Sewer Authority Mid-Coastside, a separate public entity created pursuant to the Joint Exercise of Powers Act (Government Code Section 6500 *et seq.*), hereinafter called “SAM” or “Grantee.”

RECITALS

The purpose of this Instrument is to memorialize the grant of easements and related agreement pursuant to which SAM is entitled to construct, operate, and maintain Wet Weather Storage Facility (“WWSF” - which term includes both Phase 1 and Phase 2 facilities) underground on real property owned by GCSD.

SAM was created and exists pursuant to a joint exercise of powers agreement (“JPA”), dated February 3, 1976 and subsequently amended eight times, by and among its three member agencies, being the GCSD, the Montara Water and Sanitary District (then the Montara Sanitary District) (“MWSD”), and the City of Half Moon Bay. Pursuant to the JPA, SAM has acquired and constructed facilities for the collection, storage, transmission, treatment, and disposal of wastewater collected from each member agency. SAM owns, operates and maintains the facilities which it acquired and constructed.

Pursuant to a prior GRANT OF EASEMENTS AND EASEMENT AGREEMENT effective June 1, 2012 and recorded September 17, 2013 as Document 2013-134844 (“2012 Easements”), SAM constructed Phase 1 of its Wet Weather Storage Facility underground on GCSD’s real property, called the “Wet Weather Flow Management Project” (“Phase 1 Project” or “WWFMP”), as shown on the plans and specifications titled “Wet Weather Flow Management Project, Phase 1 - 200,000 Gallons” (“Phase 1 Project Plans”) on file at SAM, consisting of an underground wastewater storage system. The Phase 1 Project is owned, maintained and operated by SAM.

Pursuant to this 2019 Instrument effective _____, 2019 (“2019 Instrument”), SAM intends to undertake the construction of Phase 2 of its Wet Weather Storage under GCSD’s real property called the “Wet Weather Storage Expansion (“Phase 2 Project”), as shown on the plans and specifications titled “Wet Weather Storage Expansion, Phase 2 - 200,000 Gallons” (“Phase 2 Project Plans”) on file at SAM, consisting of underground wastewater storage. The Phase 2 Project will also be owned, operated, and maintained by SAM.

This 2019 Instrument effective _____, 2019 will supersede the 2012 Easements into one Document with one description of the Wet Weather Storage Facility and use of the term “the Easements” herein shall refer to all of the easements granted in this 2019 Instrument.

The Phase 1 Project was, and the Phase 2 Project will be, constructed by SAM underground on a portion of the parcel of real property owned by GCSD identified as San Mateo County Assessor’s Parcel Number 047-262-010. This GCSD property is hereinafter referred to as “GCSD’s Burnham Strip Property” and is shown on Exhibit [redacted] attached hereto and by this reference incorporated herein.

In consideration of SAM undertaking such construction, and in order for SAM to be able to own, operate and maintain SAM’s WWSF, SAM needs, and GCSD grants, the Easements for the WWSF to SAM underground, together with separate limited surface access easements upon the surface of GCSD’s Burnham Strip Property, both shown on Exhibit [redacted] attached hereto and by this reference incorporated herein, and GCSD also grants the temporary construction easement further described below, and SAM and GCSD desire to enter into an agreement related to the use of the Easements.

GCSD will continue to have a need to use GCSD’s Burnham Strip Property, including the portion which is subject to the Easements granted in this 2019 Instrument in the furtherance of its own uses or activities.

NOW, THEREFORE, the parties agree as follows:

GRANT OF EASEMENTS AND AGREEMENT

1. WWSF Grants and locations. Grantor hereby grants to Grantee the following easements in the following locations:

(a) WWSF Easement - an exclusive easement for the construction, operation and maintenance of the WWSF beneath the surface of GCSD's Burnham Strip Property (below-ground only) as described in Exhibit A and shown on Exhibit , each attached hereto and by this reference incorporated herein;

(b) Access Easements - _____ non-exclusive easements over and across the surface of GCSD's Burnham Strip Property, as described in Exhibit A and shown on Exhibit , each attached hereto and by this reference incorporated herein, to enable unimproved access (including but not limited to prohibition of paving or other materials) to the WWSF manholes by foot for repairing, maintaining, monitoring, and inspecting the underground WWSF and for hoses connected to the nearest fire hydrant or other usable water source to clean the underground WWSF. GCSD reserves the exclusive right, after consultation with SAM, to change the location of these access easements to comply with GCSD's future use and enjoyment of the Burnham Strip Property; and

(c) Temporary Construction Easement - a temporary construction easement, which shall terminate no later than the completion of construction of the Phase 2 Project, on and across those portions of GCSD's Burnham Strip Property reasonably necessary for the construction of the Phase 2 Project. SAM shall perform and complete work on the Phase 2 Project by no later than December 31, 2019 (or any extension(s) of time approved thereof by GCSD). Under the temporary construction easement, SAM shall be required to comply with all conditions of approval imposed by the County of San Mateo for such construction (including but not limited to PLN2018-00403 for a CDP and Use Permit and associated building and other permits) and to protect all coastal resources, if any, including but not limited to any wetlands and other environmentally sensitive habitat areas.

2. Grantee. The Easements are in favor of SAM as Grantee and may be exercised by SAM and/or any of its contractors (including any contractor's agents, employees or subcontractors) acting on SAM's behalf. This 2019 Instrument *supersedes* the prior GRANT OF EASEMENTS AND EASEMENT AGREEMENT effective June 1, 2012 and recorded September 17, 2013 as Document 2013-134844 – the 2012 Instrument), and SAM shall record a Quitclaim Deed as to said prior 2012 Instrument and hereby agrees that the agreements contained in this 2019 Instrument supersede the agreements in said 2012 Instrument.

3. Uses of Easements. Without limiting the generality of Section 1 , the Easements granted are for the following uses:

(a) Constructing, operating, and maintaining the WWSF; the Easements include the right of surface entry by foot to the below-ground portion of the WWSF to enable Grantee to use the Easements consistent with this Section 3.

(b) repairing, maintaining, monitoring and/or inspecting the WWSF.

(c) use and storage of construction and other equipment and materials used in construction of the WWSF pursuant to the temporary construction easement in Section 1(c) above.

(d) unimproved access (including but not limited to prohibition of paving or other materials) to and from Obispo Road where it abuts GCSD's Burnham Strip Property to the WWSF, as described in Exhibit A and shown on Exhibit [redacted] to the WWSF manholes by foot for repairing, maintaining, monitoring, and inspecting the underground WWSF and for hoses connected to the nearest fire hydrant or other usable water source to clean the underground WWSF. Such right of ingress and egress shall at all times be exercised in a manner designed to avoid damage to GCSD's Burnham Strip Property or GCSD's use thereof.

(e) the Easements include the right to fence and/or gate the WWSF temporary construction easement area during construction of the Project only. No other fencing by SAM is allowed.

The WWSF Easement shall be used for no other purposes than storage of wastewater for the SAM sewer system, and the Easements expressly do not authorize any use resulting in nuisance conditions as determined by GCSD exercising sole discretion in making such determination.

4. Restoration, Care and Maintenance of WWSF Easement.

(a) After construction of the WWSF is completed, Grantee agrees to promptly restore the surface of GCSD's Burnham Strip Property in accordance with the Phase 2 Project Plans and associated Technical Specifications.

(b) After construction of the WWSF is completed, Grantee shall not in any way disrupt or alter the surface of the ground in the WWSF Easements or on GCSD's Burnham Strip Property without the prior written consent of GCSD. Grantee shall not cause or allow any waste to occur on GCSD's Burnham Strip Property as a result of Grantee's use thereof. Grantee further agrees that it shall not store any items on the WWSF Easement and Ingress and Egress Easement(s) longer than reasonably necessary to complete construction of the WWSF.

5. Duration. The WWSF Easement and the Access Easements shall be perpetual, provided, however that the Easement Grants and Agreement and the rights and privileges herein given Grantee shall terminate in the event that Grantee shall fail for a continuous period of three (3) years to operate the WWSF. In the event of the termination or abandonment of this Easement Grants and Agreement, SAM shall, at its own expense, when requested in writing to do so (in whole or in part) by GCSD, remove all facilities, property and equipment placed by or for SAM on or under GCSD's Burnham Strip Property, and restore the portion of GCSD's Burnham Strip Property used by SAM as nearly as possible to the same state and condition it was in prior to the entry of SAM thereon; if SAM fails to do so within ninety (90) days after the aforesaid request is given, GCSD may do so, all at the cost and expense of SAM, to be paid by SAM on demand. Upon termination of the rights herein granted, SAM shall execute and deliver to GCSD within thirty (30) days, a good and sufficient quitclaim deed to the WWSF Easements and Access Easements and rights arising under this Agreement.

6. Other Liens. The Easements granted in this Instrument shall be at all times prior and superior to the lien of any mortgage or deed of trust affecting GCSD's Burnham Strip Property. Grantor agrees to execute or obtain such agreements or instruments in recordable

form, as may be reasonably required by Grantee for the purpose of evidencing the superiority of the Easements and this Easement Grants and Agreement .

7. GCSD's Own Use of GCSD's Burnham Strip Property and Need to Review WWSF Plans. GCSD will continue to have a need to use the entirety of GCSD's Burnham Strip Property (APN 047-262-010) including the portion thereof which is subject to the Easement Grants and Agreement, in the furtherance of its own uses or activities (including but not limited to park and recreation purposes), and shall have the right to do so. The Parties agree that GCSD's park and recreation uses shall be deemed the priority uses on GCSD's Burnham Strip Property over SAM's WWSF use. GCSD reserves the right to review and approve (commencing no less than 30 days prior to commencement of construction) any proposed changes to the Project Plans for the construction by SAM of the Phase 2 Project, and review and approve all proposed changes for the Access Easements, in order that GCSD may determine that such improvements are compatible with, and do not unduly conflict with the integrity of, GCSD's ownership, operation, and maintenance of, its own existing and planned sewerage system, GCSD's planned park and recreation use, or GCSD's other uses, of GCSD's Burnham Strip Property. GCSD further reserves the right to construct, operate, and maintain any of its own sanitary sewerage facilities or park or recreation facilities on, or to otherwise use, GCSD's Burnham Strip Property, including the surface area above the WWSF Easement and/or Access Easements, in such a manner as would not reasonably be expected to damage or interfere with the integrity of, or Grantee's ownership, operation, or maintenance of, the WWSF. Except while the temporary construction easement is in effect, no one shall be allowed to park on or drive over the WWSF Easement or the Access Easements.

8. Entry and Inspection. SAM shall permit GCSD or GCSD's agents to enter the WWSF Easement at any reasonable time and upon reasonable notice, for the purposes of inspecting the WWSF.

9. Utilities. All applications and connections for necessary utility services for the WWSF shall be made in the name of SAM, and SAM shall be solely liable for utility charges for the WWSF (including during construction of the Phase 2 Project) as they become due.

10. Duty to Secure. SAM shall be responsible to secure the underground storage facilities and manholes it installs and maintains within GCSD's Burnham Strip Property and assure the public safety in relation to those facilities and manholes should GCSD use its Burnham Strip Property for park or recreation purposes.

11. Abandonment of Easements. In the event that SAM resolves to abandon any portion of the WWSF or the related WWSF Easement or Access Easements, SAM agrees to take such steps to abandon and quitclaim such Easements, or appropriate portions thereof, in favor of GCSD in a manner satisfactory to GCSD..

12. Transfer, Assignment, and Subletting. This Easement Grants and Agreement shall not, nor shall any interest therein or thereunder, be transferred, assigned, mortgaged, hypothecated or transferred by SAM, whether voluntarily, involuntarily, or by operation of law, nor shall SAM let or sublet, or grant any licenses or permits with respect to the use and

occupancy of the WWSF Easement Area, or any portion thereof, without the written consent of GCSD first being obtained at GCSD's sole discretion.

13. Indemnification and Release.

(a) SAM shall indemnify, defend and hold harmless GCSD, its officers, officials, employees, volunteers, and agents, against any damages, injuries, losses, or other liabilities, including reasonable attorney's fees and court costs against each of the following types of claim, action or proceeding:

(i) arising out of or relating to any failure of SAM to comply (as required by Section 15 below) with any applicable federal, state, or local law, rule, or regulation, or to obtain each and every permit and lawfully provide each and every related environmental review required for the construction of any portion of the WWSF, including from and against any claim, action or proceeding to attack, set aside, void or annul any such action taken by SAM or GCSD, including, but not limited to, any writ of mandate, declaratory relief, Clean Water Act, due process, or other litigation or administrative proceeding which may arise or result from or be related in any way to governmental approvals required for Phase 2 of the WWSF. This provision shall also apply to any action taken by SAM or GCSD to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended ("CEQA") for construction of Phase 2 of the WWSF or this Easement Grants and Agreement.

(ii) arising out of or relating to any facility constructed or activity by or on behalf of SAM under GCSD's Burnham Strip Property or on the surface thereof (including, but not limited to the manhole covers or the non-exclusive Access Easements to the manholes) or SAM's construction, operation, and maintenance of the underground WWSF, including to the extent caused by earthquake or flooding. However, SAM shall not be liable for any loss or damage to any person or to GCSD's Burnham Strip Property to the extent caused by theft, fire, acts of God, acts of a public enemy, riot, strike, insurrection, war, or requisition, or for any damage or inconvenience to GCSD or GCSD's Burnham Strip Property to the extent arising out of any act or omission to act by or on behalf of GCSD in connection with GCSD's use of GCSD's Burnham Strip Property.

(iii) arising out of or relating to any failure of SAM to comply with any obligation of SAM established by the Easement Grants and Agreement.

(b) GCSD shall indemnify, defend, and hold harmless SAM, its officers, officials, employees, volunteers, and agents, against any damages, injuries, losses, or other liabilities, including reasonable attorney's fees and court costs, arising out of or relating to activity by or on behalf of GCSD (except as a member agency of SAM) on GCSD's Burnham Strip Property. However, GCSD shall not be liable for any loss or damage to any person or to the WWSF improvements to the extent caused by theft, fire, earthquake, acts of God, acts of a public enemy, riot, strike, insurrection, war, court order, or requisition, or for any damage or inconvenience to SAM or the WWSF improvements to the extent arising out of any act or omission to act by or on behalf of SAM.

(c) The Parties recognize and understand that GCSD continues to have a need or intention to use GCSD's Burnham Strip Property, including the portion which is subject to the Easements granted in this Easement Grants and Agreement, in the furtherance of its own uses or activities and that at the time of entering into this Easement Grants and Agreement GCSD is moving forward to develop a Community Park on GCSD's Burnham Strip Property by considering Preliminary Concepts for Burnham Park. The Parties agree that in applying this Indemnification and Release Section, GCSD's park and recreation uses shall be deemed the priority uses on GCSD's Burnham Strip Property over SAM's WWSF use and SAM shall indemnify, defend and hold harmless GCSD its officers, officials, employees, volunteers, and agents, against any damages, injuries, losses, or other liabilities, including reasonable attorney's fees and court costs, to GCSD or users of any GCSD park or recreation facilities on the GCSD Burnham Strip Property to the extent arising out of or relating to SAM's WWSF use.

(d) The provisions of this Section 13 shall survive the expiration or termination of this Easement Grants and Agreement with respect to any claims or liability occurring prior to the expiration or termination or during SAM's compliance with Section 5.

14. Insurance. SAM shall provide the following insurance coverages and certificates evidencing same to the satisfaction of GCSD at least 10 days prior to commencement of construction of the WWSF. Each required policy must name GCSD as additional insured and must be primary as to any other insurance available to GCSD. The policy must include a clause ensuring that GCSD will be provided at least a 30-day written notice prior to the cancellation, reduction, or non-renewal of the insurance protection, SAM waives any right to recover against GCSD for damages to the WWSF covered by insurance. SAM thus fully waives, for the benefit of GCSD, any rights and claims that might give rise to a right of subrogation in favor of any insurance carrier and indemnifies GCSD against any such subrogation or attempt to claim such subrogation.

(a) Commercial General Liability Insurance. SAM shall maintain in full force and effect commercial general liability insurance coverage for the purpose of covering potential claims for personal injury, bodily injury, death or disability, and property damage which may arise from or in connection with its construction, operation, and maintenance of the WWSF. SAM shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, death or disability, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. If a general aggregate limit applies, either the general aggregate limit shall apply separately to the WWSF or the general aggregate limit shall be twice the required occurrence limit. SAM's general liability policies shall be endorsed using Insurance Services Office form CG 20 10 (or at least equivalent thereto) to provide that GCSD and its officers, officials, employees, volunteers, and agents shall be additional covered parties under such policies. An endorsement providing completed operations coverage for the additional covered parties, ISO form CG 20 37 (or at least equivalent thereto), is also required.

(b) SAM shall also require its construction contractor for the WWSF to name GCSD, its officers, officials, employees, volunteers, and agents, as additional insured on any policy required in connection with that construction.

(c) Property Insurance. Casualty insurance insuring the WWSF (including any related improvements) against fire and extended coverage (including “all risk” coverage, and surface water insurance) for the full replacement cost of the WWSF (including any improvements), with deductibles acceptable to GCSD.

(d) Errors and Omissions Insurance. Coverage for errors and omissions shall be at least as broad as the following: Standard Occurrence Form for Errors and Omissions Coverage or claims made coverage. The limits shall be no less than the following: \$2,000,000 per claim and \$5,000,000 in the aggregate.

15. Ordinances and Statutes. SAM shall comply with any and all applicable federal, state and local laws, rules or regulations, and shall obtain any and all permits and lawfully provide any and all related environmental review required for the construction of the WWSF.

16. Notices. Any notice which either party may, or is required to give, shall be given mailing same by first class mail, postage prepaid, to SAM or GCSD at the addresses shown below, or at such other place as may be designated in writing by the parties from time to time:

Granada Community Services District
Post Office Box 335
El Granada, CA 94018

Sewer Authority Mid-Coastside
1000 N. Cabrillo Hwy
Half Moon Bay, CA 94019

It shall remain the sole responsibility of each party to notify the other party, in the manner above described, of any change of address for either party which occurs during the duration of this Easement Grants and Agreement. Failure to notify the other party of any change of address in accordance with this Section shall absolve the party entitled to the notice of change of address of any duty, obligation or liability resulting from sending a notice required by this Easement Grants and Agreement to the previously provided address.

17. Successors. This Easement Grants and Agreement is binding upon and inures to the benefit of any successor in interest to any Party.

18. GCSD's Remedies on Default. If SAM defaults in the performance of any of its obligations hereunder, GCSD may give SAM notice of such default and, if SAM does not cure any such noticed default within thirty (30) days, after the giving of such notice (or if such default is of such nature that it cannot be completely cured within such period, if SAM does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then GCSD may terminate this Easement Grants and Agreement and the easements described therein on not less than ten (10) days' notice to SAM. On the date specified in such notice the term of this Easement Grants and Agreement and the easements described therein shall terminate, and SAM shall then quit and surrender the WWSF Easement and Ingress and Egress Easement(s) to GCSD, but SAM shall remain liable as herein provided. If this Easement Grants and Agreement and the easements described herein shall have been so terminated by GCSD, GCSD may at any time thereafter resume possession of the WWSF Easements and Ingress and Egress Easement(s) by any lawful means and remove SAM or other occupants and their effects. No failure to enforce any term of this Easement Grants and Agreement shall be deemed a waiver by GCSD.

19. Entire Agreement. The foregoing constitutes the entire agreement between the Parties as to the SUPERSEDING GRANT OF EASEMENTS AND AGREEMENT FOR WET WEATHER STORAGE FACILITY and may be modified only in a writing signed by both parties.

Granada Community Services District

Sewer Authority Mid-Coastside

By: _____
Matthew Clark, Board President

By: _____
Beverli Marshall, General Manager

EXHIBIT A

Legal Description and Plat for Wet Weather Storage Facility (WWSF) Easement

A WET-WEATHER STORAGE FACILITY EASEMENT LYING OVER, UNDER AND ACROSS ALL THAT REAL PROPERTY situated in the Unincorporated, Census-Designated Town of El Granada, County of San Mateo, State of California, said Easement hereby designated as a Non-exclusive **Wet Weather Storage Facility Easement**, situated entirely within the boundaries of that certain 6.20± acre strip of land commonly known as the Burnham Strip, as said Parcel is described in that certain Grant Deed filed for record in Book 2502 O.R. at Page 112 to the Granada Sanitary District (now Granada Community Services District), and as shown on that Certain Record of Survey Map No. 2134, filed for Record May 20, 2010 in Volume 35 LLS Maps, at Page 15 all in the Records of said San Mateo County, said Map being the Basis of Bearings for this Wet Weather Storage Facility Easement that is more particularly described as follows:

Commencing at a ¾" Iron Pipe with yellow plastic cap stamped #6437 marking the southwesterly corner of said Burnham Strip Parcel as shown on said Record of Survey Map; thence along the southerly line of said Parcel, South 64° 06'07" East, 891.76 feet to another similar property marker monument also shown on said Parcel Map; thence, departing said southerly line on a mathematical tie, North 55° 57'35" West, 331.10 feet to the southeasterly corner of, and **Point of Beginning** for, the herein described Wet Weather Storage Facility Easement; thence in a clockwise direction around the perimeter of said Easement the following twelve (12) courses and distances:

- 1.) North 63° 47'12" West, 208.72 feet; thence,
- 2.) North 26° 00'00" East, 82.25 feet; thence,
- 3.) South 63° 47'12" East, 86.75 feet; thence,
- 4.) North 26° 00'00" East, 14.33 feet to a point of non-tangent intersection with a circular curve defining the northerly line of said Burnham Strip Parcel and the southerly Right-of-way line of Obispo Road as said curve and road are shown on said Record of Survey Map; thence,
- 5.) 15.04 feet along the Arc of said curve to the left, having a Radius of 525.00 feet, a Central Angle of 01° 38'28" and a Long Chord which bears, South 59° 59'43" East, 15.04 feet; thence departing said Right-of-way line,
- 6.) South 26° 00'00" West, 13.34 feet; thence,

EXHIBIT "A"
LEGAL DESCRIPTION for Sewer Authority Mid-Coastside
Easement for Wet Weather Storage Facility
Lands of Granada Community Services District, El Granada, CA

- 7.) South 63° 47'12" East, 89.72 feet; thence,
- 8.) North 26° 00'00" East, 14.41 feet to a point of non-tangent intersection with a circular curve defining the said northerly line of the Burnham Strip Parcel and the southerly Right-of-way line of Obispo Road as said curve and road are shown on said Record of Survey Map; thence,
- 9.) 15.00 feet along the Arc of said circular curve to the right, having a Radius of 5,579.65 feet, a Central Angle of 00° 09'15" and a Long Chord which bears, South 65° 22'02" East, 15.00 feet; thence departing said Right-of-way line,
- 10.) South 26° 00'00" West, 14.82 feet; thence,
- 11.) South 63° 47'12" East, 2.25 feet; thence,
- 12.) South 26° 00'00" West, 82.25 feet to the **Point of Beginning**, and containing 17,593 Square Feet (0.4 Acres) more or less.

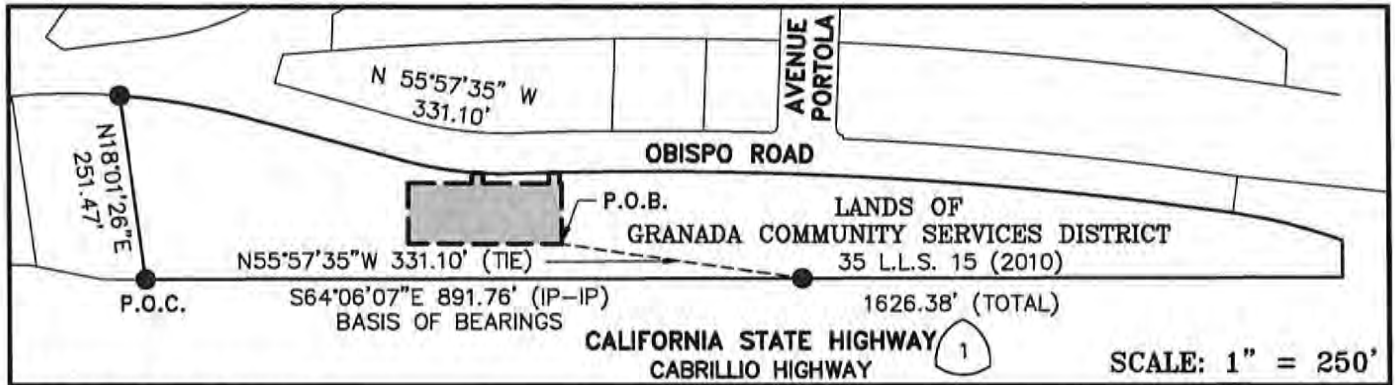
End of Description

Together with Page 3 of 3, a Plat identified as "Exhibit B" – Wet Weather Storage Facility Easement attached hereto and made a part hereof.


Kevin M. McGuire, CA P.L.S. # 6437
Quiet River Land Services, Inc.
(925) 734-6788

1.7.2019
Date





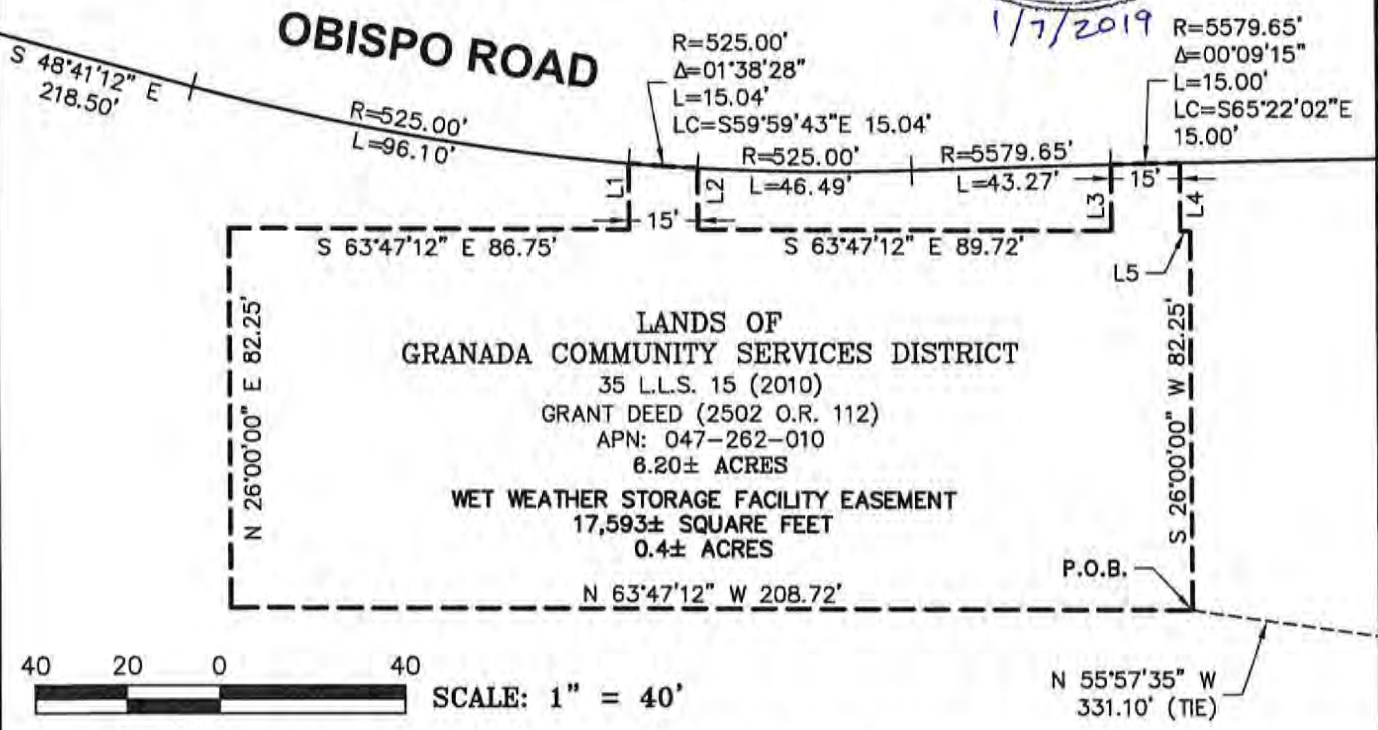
BASIS OF BEARINGS

RECORD OF SURVEY NO. 2134 FILED FOR RECORD IN VOLUME 35, OF L.L.S. MAPS AT PAGE 15, RECORDS OF SAN MATEO COUNTY, BEING THE SOUTH PROPERTY LINE AND NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 1, TAKEN AS SOUTH 64°06'07" EAST.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N26°00'00"E	14.33'
L2	S26°00'00"W	13.34'
L3	N26°00'00"E	14.41'
L4	S26°00'00"W	14.82'
L5	S63°47'12"E	2.25'

LEGEND

- WET WEATHER STORAGE FACILITY EASEMENT
- 3/4" IRON PIPE W/PLASTIC CAP LS #6347



QUIET RIVER
Land Services Inc.
6747 Sierra Court, Suite K
Dublin, CA 94568
(925) 734-6788 Phone

EXHIBIT B - WET WEATHER STORAGE FACILITY EASEMENT

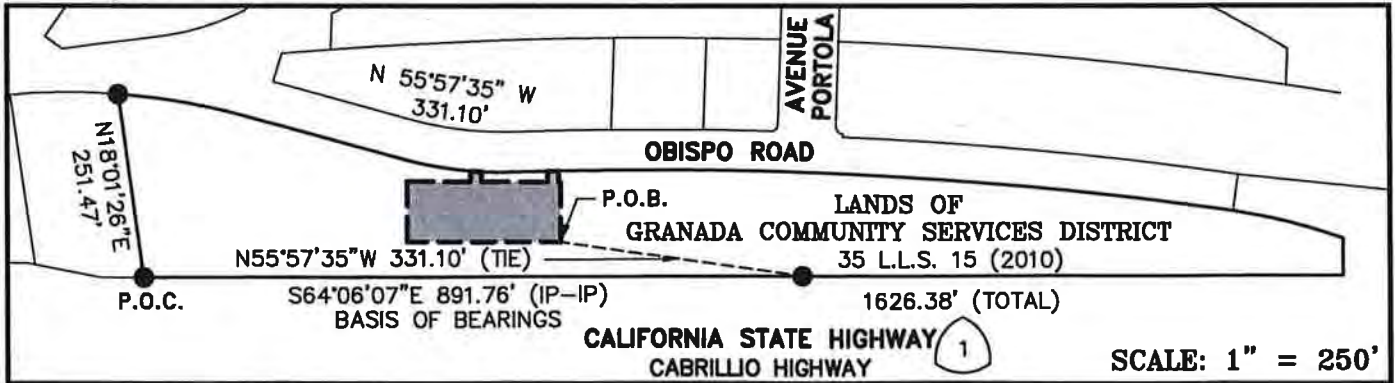
MID-COASTSIDE / BURNHAM STRIP
OBISPO ROAD AT AVENUE PORTOLA - EL GRANADA
UNINCORPORATED SAN MATEO COUNTY CALIFORNIA

DUDK1801 | DRN. BY: MAS | CHK. BY: KMM | DATE: 1/7/19

EXHIBIT B

Easement Plat for Access Easements to Wet Weather Storage Facility (WWSF)

EXHIBIT B - WWSF ACCESS EASEMENTS



BASIS OF BEARINGS

RECORD OF SURVEY NO. 2134 FILED FOR RECORD IN VOLUME 35, OF L.L.S. MAPS AT PAGE 15, RECORDS OF SAN MATEO COUNTY, BEING THE SOUTH PROPERTY LINE AND NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 1, TAKEN AS SOUTH 64°06'07" EAST.

LEGEND

--- WET WEATHER STORAGE FACILITY EASEMENT

●

LINE TABLE		
LINE	BEARING	LENGTH
L1	N26°00'00"E	14.33'
L2	S26°00'00"W	13.34'
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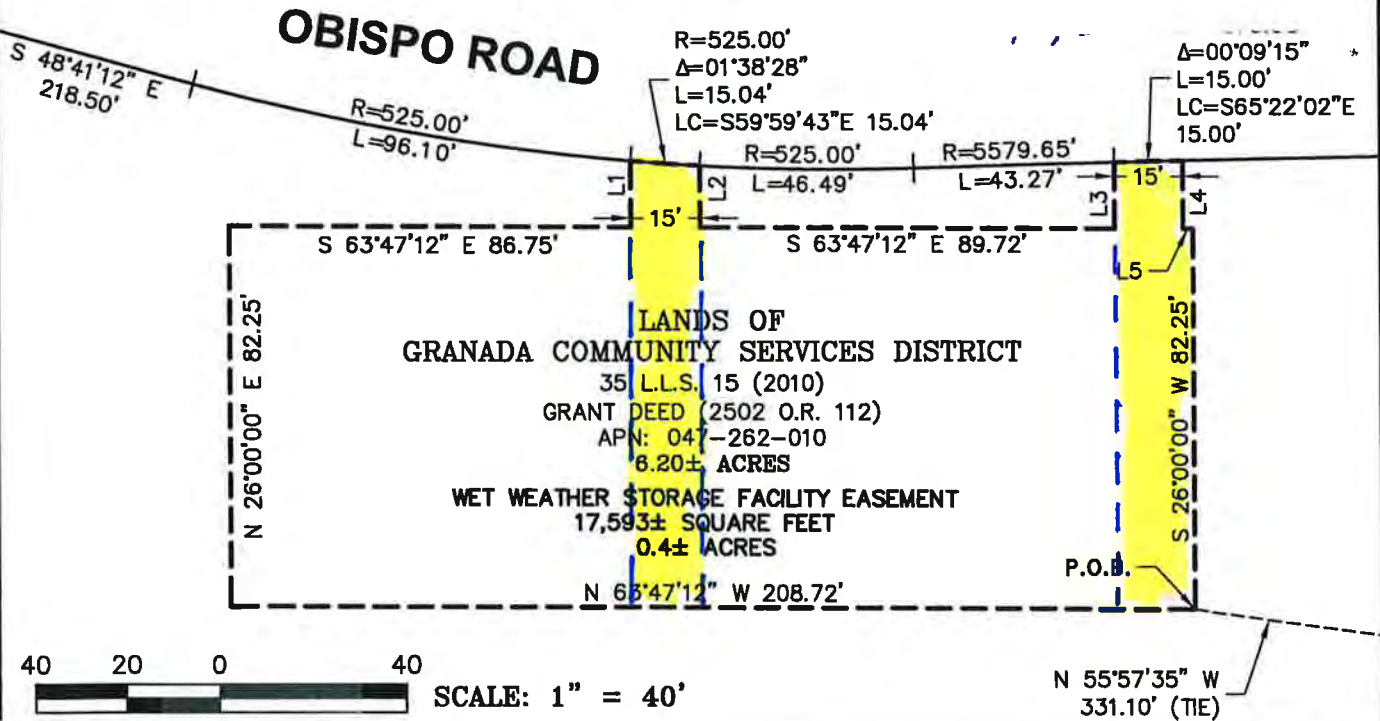


EXHIBIT B - WET WEATHER STORAGE FACILITY EASEMENT

MID-COASTSIDE / BURNHAM STRIP
 OBISPO ROAD AT AVENUE PORTOLA - EL GRANADA
 UNINCORPORATED SAN MATEO COUNTY CALIFORNIA

DUDK1801 | DRN. BY: MAS | CHK. BY: KMM | DATE: 1/7/19

**CERTIFICATE OF ACCEPTANCE
OF INTEREST IN REAL PROPERTY**

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant of Easements and Easement Grants and Agreement for Wet Weather Storage Facility, dated _____, 2019, from the **Granada Community Services District** to the **Sewer Authority Mid-Coastside**, a separate public agency created pursuant to the California Joint Exercise of Powers Act (Government Code Section 6500 et seq), is hereby accepted by the undersigned General Manager on behalf of the Sewer Authority Mid-Coastside, pursuant to the authority conferred by resolution of the Board of Directors of the Sewer Authority Mid-Coastside, adopted on _____, 2019.

ACCEPTED BY AND ON BEHALF OF THE SEWER AUTHORITY MID-COASTSIDE

By: _____
Beverli Marshall
General Manager

Dated: _____

State of California)
County of San Mateo)

On _____ before me, _____, Notary Public, personally appeared Beverli Marshall, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)

GRANADA COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2019- __

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE GRANADA COMMUNITY SERVICES DISTRICT
REGARDING ENVIRONMENTAL DOCUMENTATION SUPPORTING
GRANT OF EASEMENTS AND AGREEMENT ENABLING
SAM'S WET WEATHER STORAGE EXPANSION (PHASE 2)**

WHEREAS, pursuant to a SETTLEMENT AGREEMENT AND STIPULATION FOR ENTRY OF ADMINISTRATIVE CIVIL LIABILITY ORDER (R2-2018-1012) signed by the Executive Officer of the Regional Water Quality Control Board ("RWQCB") August 27, 2018, the Sewer Authority Mid-Coastside ("SAM") agreed to construct and operate an Enhanced Compliance Action ("ECA") to make capital improvements in the form of expansion of the existing underground wet weather wastewater storage facilities on Burnham Strip Property owned by the Granada Community Services District ("GCSD") from 200,000 gallons to 400,000 gallons; and

WHEREAS, in order to enable it to carry out the ECA, SAM needs a grant of easements from GCSD and GCSD has prepared a SUPERSEDING GRANT OF EASEMENTS AND AGREEMENT FOR WET WEATHER STORAGE FACILITY ("SUPERSEDING EASEMENT INSTRUMENT ") for this purpose which has been agendized for consideration by GCSD's Board of Directors at GCSD's October 18, 2018 Board Meeting; and

WHEREAS, on August 13, 2018 SAM, as Lead Agency under CEQA for environmental review of the ECA, adopted Resolution No. 7-2018, choosing to adopt an Addendum to the Mitigated Negative Declaration SAM had adopted on March 23, 2009 for SAM's existing underground wet weather storage facilities ("WWSF") constructed in 2012 on GCSD's Burnham Strip Property; and

WHEREAS, on August 27, 2018 SAM approved the ECA (expansion of the existing Wet Weather Storage Facility – WWSF); and

WHEREAS, GCSD qualifies as a Responsible Agency under CEQA as to the WWSF and with regard to the initial portion of the WWSF constructed in 2012 had adopted as a Responsible Agency on April 23, 2009 the attached RESOLUTION NO. 2009-008 a RESOLUTION OF THE BOARD OF DIRECTORS OF THE GRANADA SANITARY DISTRICT REGARDING MITIGATED NEGATIVE DECLARATION FOR PORTOLA STORAGE TANK PROJECT pursuant to which GCSD found that it had considered SAM's March 23, 2009 Mitigated Negative Declaration as adequate to support GCSD's acquisition of Burnham Strip Property, entry into an easement or lease agreement with SAM for use of such Property for the 2012 WWSF Project, and approval of its share of the Project Budget; and

WHEREAS, with regard to the ECA Project, SAM did not consult with or otherwise accord Responsible Agency status to GCSD prior to adopting its Addendum to SAM's 2009 Mitigated Negative Declaration and as a result the potential impacts related to GCSD's previously communicated plans to utilize GCSD's Burnham Strip Property for park and recreation purposes were not addressed in the Addendum; and

WHEREAS, GCSD's proposed SUPERSEDING EASEMENT INSTRUMENT in order to enable SAM to carry out the ECA has been drafted so that it will preclude any impacts related to the WWSF from GCSD's utilization of its Burnham Strip Property (including the portion subject to the WWSF Easements) for park or recreation purposes; and

WHEREAS on October 18, 2018, November 15, 2018, and February 21, 2019 the Board of Directors of the Granada Community Services District considered the Addendum, the 2009 MND and the contents of the SUPERSEDING EASEMENT INSTRUMENT which the Board may approve; and

WHEREAS, pursuant to CEQA and CEQA Guidelines, the Board of Directors of the Granada Community Services District finds on the basis of, and after review of, the whole record before it (including, but not limited to, the 2018 Addendum, the 2009 Mitigated Negative Declaration, and the SUPERSEDING EASEMENT INSTRUMENT, that there is no substantial evidence that the Project as mitigated will have a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Granada Community Services District hereby makes the following findings:

1. All GCSD meetings on the Addendum and the 2009 MND were conducted in compliance with the law and all GCSD actions taken were in compliance with CEQA, the CEQA Guidelines and any and all other applicable requirements; and

2. All Interested Parties desiring to comment to GCSD were given the opportunity at (or prior to) the GCSD Board meetings on October 18, 2018, November 15, 2018, and February 21, 2010 to submit oral and/or written comments on the adequacy of the Addendum, 2009 MND, and SUPERSEDING EASEMENT INSTRUMENT prior to this action by the Board of Directors of the Granada Community Services District; and

3. The Board of Directors of the Granada Community Services District was presented with and/or had the opportunity to review all of the information in its administrative record; and

4. The Board of Directors of the Granada Community Services District has considered the information contained in the Addendum to the 2009 MND and the administrative record (including the Initial Study for the 2009 MND), as well as the evidence that the proposed SUPERSEDING GRANT OF EASEMENTS AND AGREEMENT FOR WET WEATHER STORAGE FACILITY has been drafted so that it will reduce to a level of insignificance any impacts related to the WWSF from GCSD's utilization of its Burnham Strip Property (including

the portion subject to the WWSF Easements) for park or recreation purposes; and

5. Based on the entire record of this matter, there is no substantial evidence that the SUPERSEDING EASEMENT INSTRUMENT (the portion of the ECA Project to be carried out by the Granada Community Services District) may have a significant effect on the environment; and

6. The documents constituting the record of proceedings upon which this decision is based are located in the Granada Community Services District Offices and are maintained by the General Manager of the Granada Community Services District.

NOW, THEREFORE BE IT FURTHER RESOLVED that the Board of Directors of the Granada Community Services District has duly and properly considered the 2018 Addendum, the 2009 Mitigated Negative Declaration, and the SUPERSEDING EASEMENT INSTRUMENT, and determined that under the circumstances the SUPERSEDING EASEMENT INSTRUMENT may be approved in compliance with CEQA.

PASSED AND ADOPTED by the Board of Directors of the Granada Community Services District, this 21st day of February 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest:

Matthew Clark, President

Countersigned:

Delia Comito, Secretary

ITEM #8

Blank

**INDEPENDENT CONTRACTOR AGREEMENT
FOR WITTWER PARKIN LLP AS DISTRICT GENERAL COUNSEL**

THIS AGREEMENT is entered into effective the 1st day of March 2019, by and between the GRANADA COMMUNITY SERVICES DISTRICT (hereinafter called "GCSD"), and Wittwer Parkin LLP (hereinafter called "COUNSEL"). The parties agree as follows:

1. APPOINTMENT AND DUTIES. GCSD hereby appoints WITTWER PARKIN LLP, as its General Counsel to exercise special skill to accomplish the following result: the performance of General Legal Counsel services for GCSD, and such other results as GCSD shall from time to time assign. COUNSEL agrees to faithfully represent the legal interests of GCSD during the term of this AGREEMENT. WILLIAM P. PARKIN shall serve as the primary General Counsel for GCSD. Any alteration in this primary assignment shall be made only after consulting with, and securing the approval of, the GCSD General Manager after consultation with the Board President; provided, however, that nothing in this paragraph shall preclude ATTORNEYS from utilizing all employees of Wittwer Parkin LLP to provide services. COUNSEL'S specific duties shall be as set forth in Exhibit A attached hereto.

2. COMPENSATION. In consideration for COUNSEL accomplishing the duties described in Section 1, GCSD agrees to pay COUNSEL in accordance with the attached "Exhibit B - Compensation," so long as such compensation is not inconsistent with this Agreement. Payment will be made to COUNSEL within 30 days of receipt of each monthly invoice submitted at the beginning of each month following the month in which the compensation was earned. GCSD will notify COUNSEL of any disputed invoice within 20 days of receipt of said invoice. Expenses will be itemized and included in the next regular invoice after being incurred. Fees for all other services will be invoiced upon completion of the task. If payment is not received within 90 days after invoicing, simple interest will begin to accrue at the rate of 1.5% per month.

3. TERM. The term of this Agreement shall be from March 1, 2019 through and including February 28, 2022, except as provided for in Section 4.

4. EARLY TERMINATION. GCSD may terminate this Agreement by providing 90 days written notice to COUNSEL. COUNSEL may terminate this agreement by providing 180 days written notice to GCSD. GCSD may cease to assign functions or duties to COUNSEL at any time without the same constituting a breach of this Agreement.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. COUNSEL shall exonerate, indemnify, defend, and hold harmless GCSD (which for the purpose of Sections 5 and 6 shall include, without limitation, its officers, agents, employees, and volunteers) from and against:

A. Any and all Federal, State and Local taxes, charges, fees, insurance, benefits, or contributions required to be paid with respect to COUNSEL and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance,

social security, health benefits, retirement benefits [including PERS], other benefits or insurance, and payroll tax withholding). The parties agree that because COUNSEL is an independent contractor, none of the foregoing taxes, charges, fees, benefits, or contributions are required to be paid by GCSD to or on behalf of COUNSEL.

B. COUNSEL agrees to indemnify, defend, and hold harmless GCSD from and against all claims, lawsuits, liabilities, or damages to the extent caused by any negligent or other faulty act or omission of COUNSEL, its agents, employees, subcontractors, and subconsultants pursuant to this Agreement, but excluding such claims or liabilities to the extent caused by the negligence or willful misconduct of GCSD or third parties.

6. INSURANCE. COUNSEL, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects GCSD and any insurance or self-insurance maintained by GCSD shall be in excess of GCSD's insurance coverage and shall not contribute to it.

A. Types of Required Insurance and Minimum Limits

- (1) Workers Compensation and Employer's Liability Insurance coverage in the minimum statutorily required coverage amounts.
- (2) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- (3) Professional Liability Insurance in the minimum amount of not less than One Million dollars (\$1,000,000) per claim and One Million dollars (\$1,000,000) in aggregate.
- (4) Automobile Liability Insurance in the minimum amount of \$1,000,000 combined single limit covering COUNSEL or any COUNSEL employee utilizing a vehicle for performance within the Scope of Work attached as Exhibit A.

B. Other Insurance Provisions. The required insurance policies, and each of them, are to contain, or be endorsed to contain, the following provisions or meet the following standards:

- (1) Unless the basis of the claim is known to the District General Manager, any failure to comply with reporting provisions of the policies shall not affect coverage provided to the GCSD, its officers, officials, employees, or volunteers.
- (2) Except for the Workers Compensation and Employer's Liability Insurance coverage described in Section 6.A.(1) above, GCSD is an additional insured and the insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(3) Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than B.

(4) Verification of Coverage. Contractor shall furnish GCSD with certificates of insurance with a copy of the original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the GCSD General Manager no later than April 30, 2019. GCSD reserves the right to require complete, certified copies of all required insurance policies, at any time.

(5) The insurer will give notice to GCSD at least 30 days prior to the effective date of any cancellation, lapse or material change in the policy.

The GCSD Board of Directors may approve a variation in those insurance requirements upon a determination that the coverages, scope, limits and/or forms of such insurance are either not commercially available or that GCSD's interests are otherwise fully protected.

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, COUNSEL agrees as follows: COUNSEL shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status or any other ground so as to violate California Government Code Section 12940. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. COUNSEL agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provision of this non-discrimination clause.

8. INDEPENDENT CONTRACTOR STATUS. COUNSEL and GCSD have reviewed and considered the principal test and secondary factors for determination of whether COUNSEL is an independent contractor and not an employee and agree that COUNSEL is an independent contractor and not an employee of GCSD. COUNSEL is responsible for all taxes, charges fees, insurance, benefits, or contributions required to be paid or withheld on behalf of COUNSEL and any employee or agent of COUNSEL. Neither COUNSEL, nor its employees, agents, subconsultants or subcontractors are entitled to any employee benefits from GCSD. GCSD agrees that COUNSEL shall have the right to control the manner and means of accomplishing the result contracted for herein.

9. NONASSIGNMENT. Any attempted or purported assignment of any right or obligation pursuant to this Agreement without the written consent of the other party shall be void and of no effect.

10. RETENTION AND AUDIT OF RECORDS. COUNSEL shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until three years after a final audit report is accepted by GCSD, whichever occurs first. COUNSEL hereby agrees to be subject to the examination and audit by the GCSD Auditor, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. ENTIRE BINDING AGREEMENT; MODIFICATION. This Agreement shall be binding upon the successors of GCSD and COUNSEL. This Agreement contains the entire agreement between GCSD and COUNSEL relating to COUNSEL's performance of the functions and duties of General Legal Counsel of GCSD. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be required to be in writing and signed by both GCSD and COUNSEL.

12. WAIVER. No covenant or condition of this Agreement can be waived except by the written consent of both GCSD and COUNSEL. Forbearance or indulgence by GCSD and/or COUNSEL in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by party obligated. GCSD and/or COUNSEL shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence. Nor shall GCSD's or COUNSEL's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, or breach of any other term, condition, or covenant constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.

13. CONFIDENTIALITY.

A. COUNSEL, its employees, agents, subconsultants and subcontractors may be granted access to certain confidential information provided by (or contained in the records of) GCSD and/or its attorneys in the course of performing the work required under this Agreement. COUNSEL warrants that it shall keep all such information strictly confidential and agrees to undertake any actions necessary to ensure that COUNSEL's employees, agents, subconsultants and subcontractors shall keep all such information confidential.

B. COUNSEL's obligation to maintain confidentiality concerning all confidential information received under this Agreement shall not terminate on completion of this Agreement, but rather shall survive the termination of this Agreement, regardless of the manner of termination.

14. SEVERABILITY. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this agreement shall be valid and binding on the parties, unless the term, condition or covenant held invalid is a material part of the consideration for this Agreement.

15. VENUE AND GOVERNING LAW. If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County

of San Mateo, State of California. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

16. COPYRIGHTED MATERIALS, DOCUMENTS, AND OTHER MATERIALS. All final materials created by COUNSEL at the request of GCSD (including but not limited to documents, studies, drawings, map models, photographs, field data, computerized material, and reports) shall immediately be provided to GCSD as “deliverables” under this Agreement and GCSD shall immediately become entitled to possession and ownership thereof for the purposes intended by this Agreement. However, COUNSEL maintains the copyright and intellectual property rights to such “deliverables” and hereby gives GCSD the right to use such “deliverables” for the project or purpose intended by GCSD. COUNSEL shall have no financial or professional liability resulting from any unauthorized changes to said deliverables made by GCSD or other third parties, nor for any reliance or use of said deliverables by GCSD or other third parties for purposes other than as intended by this Agreement.

17. CAPTIONS. Section headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.

18. TIME OF THE ESSENCE. Time is hereby expressly declared to be of the essence in this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

19. COMPLIANCE WITH LAW. In performing the work required under this Agreement, COUNSEL shall comply with all applicable federal, state, local and GCSD laws, regulations, and ordinances.

20. CONFLICT OF INTEREST. COUNSEL warrants that it presently does not have and will not acquire any direct or indirect financial interest which would conflict with its performance of this Agreement.

21. NOTICES. Any notice, tender, delivery, or other communication made in accordance with this Agreement shall be in writing and shall be addressed to the recipient party at the address indicated for that party below.

To GCSD:
Granada Community Services District
P.O. Box 335
El Granada, CA 94018

To COUNSEL
Wittwer Parkin LLP
335 Spreckels Drive, Suite H
Aptos, CA 95003

22. STANDARD OF PERFORMANCE. COUNSEL shall accomplish all results required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the legal profession in San Mateo County and the State of California. All instruments of service of whatsoever nature which COUNSEL delivers to GCSD pursuant to this Agreement shall be prepared in a substantial, first class and professional manner and shall conform to the standards of quality normally observed by a person practicing in COUNSEL’s

profession. COUNSEL and GCSD may, at the request of either, meet to review the performance of COUNSEL, in furnishing the services provided hereunder, and to review the compensation provisions hereof. The parties may agree to changes or amendments hereto, including, but not necessarily limited to changes in compensation provisions, which changes or amendments shall be evidenced by written amendment hereto.

23. ATTACHMENTS. This Agreement includes the following attachments:

- Exhibit A – Services and Scope of Work
- Exhibit B – Compensation

IN WITNESS WHEREOF, the parties hereto have set their hands effective the day and year first above written and hereby represent having the authority to do so.

WITTWER PARKIN LLP

GRANADA COMMUNITY SERVICES DISTRICT

By: _____
William P. Parkin
Partner

By: _____
Matthew Clark,
GCSD Board President

APPROVED AS TO FORM:

By: _____
William P. Parkin, GCSD General Counsel

Exhibit A

COUNSEL'S Services and Scope of Work:

COUNSEL shall be primarily responsible for providing the services set forth below and, in the absence of extenuating circumstances, shall personally attend one GCSD meeting per month.

WILLIAM P. PARKIN will attend GCSD meetings as requested by the GCSD Board, General Manager or Assistant General Manager.

COUNSEL shall provide, all legal services usually and normally provided by District General Counsel. Such services shall include, but not be limited to:

Attendance at GCSD Board meetings;

Preparation of ordinances, resolutions, leases, contracts, or other legal documents;

Preparation of all findings, decisions or other documents pertaining to legislative or quasi-judicial actions or decisions made by the GCSD, its Board, or its officers;

Rendering legal advice (both oral and written) to the GCSD Board, its officers, and employees with respect to GCSD matters;

Negotiating and/or rendering advice with respect to negotiations pertaining to GCSD's contracts, leases, and memoranda of understanding; and

Representing GCSD in litigation and/or arbitration or other judicial, administrative, or quasi-judicial proceedings.

Exhibit B

Compensation to COUNSEL shall be as follows:

From March 1, 2019 through February 29, 2020, \$280 per hour for all legal services rendered by a partner , \$185 per hour for all legal services rendered by an associate, \$125 per hour for all services rendered by a paralegal, and \$85 per hour for services rendered by a legal assistant.

From and after March 1, 2020 through February 28, 2021, \$285 per hour for all legal services rendered by a partner , \$190 per hour for all legal services rendered by an associate, \$130 per hour for all services rendered by a paralegal, and \$90 per hour for all services rendered by a legal assistant.

From and after March 1, 2021 through February 28, 2022, \$290 per hour for all legal services rendered by a partner , \$195 per hour for all legal services rendered by an associate, \$135 per hour for all services rendered by a paralegal, and \$95 per hour for all services rendered by a legal assistant.

The aforesaid hourly rates shall apply to travel time (except for travel time for one meeting of the GCSD Board per month). The minimum billing increment is six minutes which will appear as ".1" on GCSD's monthly invoice.

Mileage traveled by automobile shall be reimbursed at the standard IRS rate. Reimbursement for travel by other means of conveyance shall be at cost. Other reimbursement for expenses shall be governed by the GCSD Bylaw on Reimbursable Expenses.

The rates set forth above include all telephone service provider charges, including those for long distance calls, but not for conference calls billed separately by a provider.

COUNSEL shall provide GCSD with detailed monthly invoices, which GCSD shall pay within 30 days of invoicing. The rates set forth herein shall be guaranteed for the term of this Agreement.

GCSD shall not be obligated to pay for more than one member of COUNSEL'S law firm to appear at any meeting unless otherwise approved in advance by GCSD.

ITEM #9

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SEWER AUTHORITY MID-COASTSIDE

Board of Directors Meeting Agenda

Regular Board Meeting 7:00 PM, Monday, February 11, 2019

SAM Administration Building, 1000 N. Cabrillo Highway, Half Moon Bay, CA 94019

1. CALL TO ORDER

A. Roll Call	Chair:	Dr. Deborah Penrose (HMB)
	Vice-Chair:	Kathryn Slater-Carter (MWSD)
	Secretary/Treasurer:	Barbara Dye (GCSD)
	Director:	Jim Blanchard (GCSD)
	Director:	Ric Lohman (MWSD)
	Director:	Deborah Ruddock (HMB)

2. PUBLIC COMMENT / ORAL COMMUNICATION

3. CONVENE IN CLOSED SESSION (*Items discussed in Closed Session comply with the Ralph M. Brown Act.*)

A. CONFERENCE WITH DISTRICT'S LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6. Authority's Designated Representatives: Fran Buchanan, IEDA, Beverli A. Marshall, General Manager, and Carl Nelson, Polisner, Maddow, Nelson & Judson. Employee Organization: IUOE, Stationary Local No. 39

B. CONFERENCE WITH DISTRICT'S LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6. Authority's Designated Representatives: Beverli A. Marshall, General Manager, and Carl Nelson, Polisner, Maddow, Nelson & Judson. Employee Organization: Unrepresented Employees

C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9: (Half Moon Bay v. Granada CSD, Montara WSD & Sewer Authority Mid-Coastside)

D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9: (Ecological Rights Foundation vs. Sewer Authority Mid-Coastside)

E. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code 54957 – Title: General Manager

4. **CONVENE IN OPEN SESSION** (*Report Out on Closed Session Items*)
5. **PUBLIC COMMENT / ORAL COMMUNICATION**
6. **CONSENT AGENDA** (*Consent items are considered routine and will be approved / adopted by a single motion and vote unless a request for removal for discussion or explanation is received from the public or Board.*)
 - A. Approve Minutes of January 28, 2019, Regular Board Meeting (**Attachment**)
 - B. Approve Disbursements for February 11, 2019 (**Attachment**)
7. **REGULAR BUSINESS** (*The Board will discuss, seek public input, and possibly take action on the following items.*)
 - A. Discuss Treasurer Position and Provide Direction to Staff (**Attachment**)
 - B. Adopt a Resolution Changing the Order of Business at SAM Board of Directors Meetings (**Attachment**)
 - C. Discuss History of Flare Repairs and Cost and Long-Term Solutions (**Attachment**)
8. **GENERAL MANAGER'S REPORT**
9. **ATTORNEY'S REPORT**
10. **DIRECTORS' REPORT**
11. **TOPICS FOR FUTURE BOARD CONSIDERATION** (**Attachment**)
12. **ADJOURNMENT**
 - Upcoming Regular Board Meetings: February 25 and March 11, 2019

The meeting will end by 9:00 p.m. unless extended by Board vote.

INFORMATION FOR THE PUBLIC

This agenda contains a brief description of each item to be considered. Those wishing to address the Board on any matter not listed on the Agenda, but within the jurisdiction of the Board, may do so during the Public Comment section of the Agenda and will have a maximum of three minutes to discuss their item. The Board Chair will call forward those wishing to speak on a matter listed on the Agenda at the appropriate time.

Any writing that is a public record and relates to an agenda item for an open session of a regular meeting that is distributed to the Board less than 72 hours prior to the meeting, is available for public inspection, during normal business hours, at the Authority's office.

Board meetings are accessible to people with disabilities. Upon request, the Authority will make this agenda available in appropriate alternative formats to persons with a disability. In compliance with the Americans with Disabilities Act, the Authority will provide special assistance for participation in this meeting. Please submit requests for a disability-related modification or an accommodation in order to participate in the public meeting at least two working days in advance of the meeting by contacting the Authority at (650) 726-0124.

MINUTES
SAM BOARD OF DIRECTORS MEETING
January 28, 2019

1. CALL TO ORDER

Chair Penrose called the meeting to order at 7:00 p.m. at the SAM Administration Building, located at 1000 N. Cabrillo Highway, Half Moon Bay, CA 94019

A. Roll Call

Directors Rarback (for Ruddock), Blanchard, Dye, Penrose, Slater-Carter, and Lohman were present. Also present were General Manager Marshall, General Counsel Nelson, Engineering & Construction Contract Manager Prathivadi, Supervisor of Admin Services Thompson, and Supervisor of Treatment/Field Operations Costello

2. PUBLIC COMMENT/ORAL COMMUNICATION

None

3. CONVENE IN CLOSED SESSION *(Items discussed in Closed Session comply with the Ralph M. Brown Act.) 7:00 p.m. to 7:32 p.m.*

A. CONFERENCE WITH DISTRICT'S LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6. District's Designated Representative: Fran Buchanan, IEDA, Beverli A. Marshall, General Manager, and Carl Nelson, Polisner, Maddow, Nelson & Judson. Employee Organization: IUOE, Stationary Local No. 39

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9: (Half Moon Bay v. Granada CSD, Montara WSD & Sewer Authority Mid-Coastside)

C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9: (Ecological Rights Foundation vs. Sewer Authority Mid-Coastside)

D. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Paragraph (2) or (3) of Subdivision (d) of Government Code Section 54956.9 (One potential case – circumstances need not be disclosed Pursuant to paragraph (1) of subdivision (e) of Government Code Section 54956.9)

E. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code 54957 - Title: General Manager

The Board went in to closed session at 7:00 p.m.

4. CONVENE IN OPEN SESSION (*Report Out on Closed Session Items*)

The Board reconvened into open session at 7:32 p.m. Chair Penrose reported that there was no reportable action.

5. PUBLIC COMMENT/ORAL COMMUNICATION

None

6. CONSENT AGENDA (*single motion and vote approving all items*)
(*Consent items are considered routine and will be approved or adopted by one vote unless a request for removal for discussion or explanation is received from the public or Board*)

A. Approve Minutes of January 14, 2019 Regular Board Meeting

B. Approve Disbursements for January 28, 2019

C. Receive FY 2018/19 Expense and Revenue Report for Period Ending December 31, 2018

D. Receive Quarterly Investment Report for Period Ending December 31, 2018

E. Adopt a Resolution Authorizing Bank Signers and Direct the General Manager to Execute the Necessary Documents

Following a brief discussion, General Manager Marshall informed Chair Penrose that information she had requested at the January 14, 2019 SAM Board meeting regarding flare failure repairs, and costs over the last several years will be on the Agenda for the next SAM Board meeting on February 11, 2019.

Director Blanchard moved and Director Lohman seconded the motion to approve the consent agenda items as presented.

Blanchard/Lohman/8 Ayes/0 Noes. The motion passed.

7. REGULAR BUSINESS (*The Board will discuss, seek public input, and possibly take action to approve the following items.*)

- A. Authorize the General Manager to Amend the Non-Domestic Wastewater Discharge Agreement with Browning-Ferris Industries of California, Inc., for the Discharge of Leachate Water form Ox Mountain Landfill into the SAM Sanitary Sewer System at a Designated Location.

General Manager reviewed the staff report and recommended that the Board of Directors authorize her to amend the existing non-domestic wastewater discharge agreement with Browning-Ferris Industries of California, Inc., for the discharge of leachate water from Ox Mountain landfill into the SAM sanitary sewer system at a designated location and authorize the increase of weekly discharge to 72 loads per week maximum with no limitation on daily discharge. A discussion ensued.

Following discussion, Director Lohman moved and Director Blanchard seconded the motion to authorize the General Manager to amend the non-domestic wastewater discharge agreement with Browning-Ferris Industries of California, Inc., for the discharge of leachate water from Ox Mountain Landfill into the SAM sanitary sewer system at a designated location.

Lohman/Blanchard/8 Ayes/0 Noes. The motion passed.

- B. Review the Mid-Year Budget Amendment Request and Authorize the General Manager to Submit the Request to the Member Agencies for Approval

General Manager Marshall reviewed the staff report and discussed the proposed budget amendment for FY 2018/19, and recommended that the Board of Directors authorize her to submit the budget amendment for FY 2018/19 to the member agencies, and to request that this item be placed on the next regular meeting for each agency to consider and approve. A discussion ensued. Following discussion, Director Slater-Carter suggested adding a column to the FY 2018/19 Mid-year budget amendment request by adding a column that uses the word approval, SAM Board, date, and General Manager discretion, (for the long term record). She also stated that if the member agencies choose to turn down the request for the \$328,000, the SAM Board of Directors should encourage their member agencies to come up with an idea where the \$328,000 will come from. Director Lohman suggested a separate agenda item in the near future to do a quick review of the reserve policies.

Following discussion, Director Slater-Carter moved, and Director Rarback seconded the motion to review the mid-year budget amendment request and authorize her to submit a request to the member agencies for approval with suggestions by Director Slater-Carter.

Slater-Carter/Blanchard/8 Ayes/0 Noes. The motion passed.

C. Review and Approve SAM General Budget Process as Developed by the
SAM Finance Committee

General Manager Marshall discussed the SAM budget and timeline. A discussion ensued. Chair Penrose suggested that it would be useful for the Board to see the entire timeline. Director Slater-Carter suggested using warm colors for the member agencies. John Doughty, Public Works Director, City of Half Moon Bay, addressed the Board to clarify a misunderstanding about simplification and not removing steps from the list, but removing one of the Board meetings from the list. Director Slater-Carter suggested there should be a note somewhere on the timeline that says the items on the timeline are deadlines. Director Lohman suggested a future agenda item to discuss how costs can be spread further without hitting the current people. Director Slater-Carter suggested having the reserve funds discussion at the same time as the discussion about spreading out costs.

Following discussion, Director Slater-Carter moved, and Director Rarback seconded the motion to adopt version 1 of the 2019/20 budget process and timeline noting that it will be subject to review and revision as the Board learns more.

Slater-Carter/Rarback/Roll Call Vote: Rarback Aye/Blanchard Aye/Dye Aye/Penrose Aye/Slater-Carter Aye/Lohman Aye. The motion passed.

D. Establish an Ad Hoc Legal Services Search Committee and Appoint
Committee Members

General Manager Marshall reviewed the staff report and recommended the Board of Directors establish an ad hoc legal services search committee and appoint directors to the committee. Following a brief discussion, Director Slater-Carter moved and Director Rarback seconded the motion to establish an ad hoc legal services search committee and appoint directors.

Slater-Carter/Rarback/8 Ayes/0 Noes. The motion passed.

Direction as given to staff that the ad hoc legal services search committee will consist of Directors Slater-Carter (MWSD), Blanchard (GCSD), and Ruddock (HMB).

E. Discuss Treasurer's Responsibilities and Provide Direction to Staff

Director Dye stated that after being elected by the SAM Board of Directors as the Secretary/Treasurer, she looked in to the position and decided that the responsibilities of the Treasurer were significant and ones she did not want to accept. She stated that was happy to be Secretary but will decline being the Treasurer. Director Slater-Carter suggested that the General Manager could appoint a member of staff to be Treasurer, and also suggested that the Board create a new officer position that is not named "Treasurer". She also stated that she would like to see in this discussion an indemnification of Board members and that SAM would pay for a bond if a bond is needed. Director Dye suggested bringing this agenda item back to a future Board meeting with a recommendation on how to fix this.

8. GENERAL MANAGER'S REPORT

A. Receive Manager's Report for December 2018

General Manager Marshall reviewed the staff report and discussed the happenings for the month of December 2018. A discussion ensued. Following discussion, the Manager's Monthly Report for December 2018 was received.

9. ATTORNEY'S REPORT

General Counsel Nelson informed the Board that he had attended the CASA Attorney's meeting on Friday, January 25th. He stated that there was not a lot of things pertaining to the JPA, but more for accessory dwelling units.

10. DIRECTOR'S REPORT

None

11. TOPICS FOR FUTURE BOARD CONSIDERATION

None

12. ADJOURNMENT

Minutes
SAM Regular Board Meeting
January 28, 2019

Chair Penrose adjourned the meeting at 8:47 p.m.

Respectfully Submitted,

Approved By:

Suzie Turbay
Administrative Assistant

Board Secretary



SEWER AUTHORITY MID-COASTSIDE

Finance Committee Meeting Agenda

Special Committee Meeting

10:00 AM – 12:00 PM, Saturday, January 19, 2019

SAM Administration Office, 1000 N. Cabrillo Hwy, Half Moon Bay

1. CALL TO ORDER

A. Roll Call

Deborah Ruddock (HMB)

Barbara Dye (GCSD)

Scott Boyd (MWSD)

2. REGULAR BUSINESS

A. Discuss Establishing Chair for Committee

B. Budget Process and Timeline

C. Draft Budget FY 2019/20

3. NEXT REGULAR MEETING

A. April 13, 2019, 12:00 PM, SAM Administration Office

B. Deliverables



SEWER AUTHORITY MID-COASTSIDE

Staff Report

TO: Honorable Board of Directors
FROM: Beverli A. Marshall, General Manager
SUBJECT: **Monthly Manager’s Report – December 2018**

Executive Summary

The purpose of this report is to keep the Board and public informed of SAM’s day-to-day operations.

Fiscal Impact

There is no fiscal impact from this report.

Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan Goal 5.5: “Operations and maintenance should be proactively planned, and the Board shall be kept up to date on progress on operations and maintenance issues.”

Background and Discussion/Report

The following data is presented for the month of December 2018.

<i>Key Indicators of Performance</i>		<i>Flow Report (See Attachment A)</i>		
NPDES Permit Violations:	0	Half Moon Bay	0.751	57.9%
Accidents, Injuries, etc.:	0	Granada CSD	0.284	21.9%
Reportable Spills Cat 1:	0	Montara W&SD	<u>0.261</u>	<u>20.2%</u>
Reportable Spills Cat 2:	0	Total	1.296	100%
Reportable Spills Cat 3:	0			

Administration

There were two Board meetings in the month of December (1 and 10) 2018. There were no requests for public records during the month of December. There were two media

BOARD MEMBERS:	J. Blanchard	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd	M. Clark	A. Eisen
	J. Harvey	H. Rarback	

articles during the month of December referencing the Sewer Authority Mid-Coastside or sewer-related issues: “*Woren Bids Farewell to Coastside Politics*”, December 12, 2018, Half Moon Bay Review; “*Outgoing May Delivers ‘State of the City’*”, December 19, 2018, Half Moon Bay Review.

There were no work-related accidents, injuries, or illnesses resulting in lost time in the month of November. Staff has worked since March 10, 2011, without a lost time incident (2,852 days).

There was one employee anniversary in the month of December: Beverli A. Marshall, General Manager, 3 years of services.

Operations & Maintenance

Two baker tanks have been placed back at the Montara pump station, this will give us an additional 40,000 gallons of wet weather storage in addition to the walker tank. Staff will determine if there is a need for additional storage based on the coming wet weather patterns. Last year, as you know, we had more storage on site mainly due to projects we had going on.

The following permanent installations are still in place.

Montara Pump Station – Walker Tank, which has a capacity of 434,000 gallons.

The Portola Station – Wet Weather Facility, which has a capacity of 200,000 gallons.

Operations at the Portola pump station no longer need to be modified; staff now has the ability to use the Wet Weather Facility as a modified equalization basin.

Operations were good overall in December, our main focus in December was to finish up required work on process tanks so they are ready for the rains. This required confined space entries in in the secondary clarifier and primary clarifier. Outside vendors were in completing annual pump service at the plant and the pump stations. We experienced some issues with the new chemical pumps on the ferric chloride system, the required mesh size needs to be slightly tighter then what was installed, something we were not aware of until we started to research the issue with the factory.

The additional tanks that were delivered in late November to the Montara pump station were prepared so that they can quickly be put into service when needed.

The field staff went through S.S.O. drill training with DFK solutions to stay current with our SSO procedures with hands on simulated response. These are the same folks that wrote our Over Flow Emergency Response Plan

Again we had a mechanic out a large portion of the month putting additional strain on our existing staff resources.

BOARD MEMBERS:	J. Blanchard	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
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	J. Harvey	H. Rarback	

RF McDonald was called in to work on boiler # 1 that had a few run failures during the month. Digester gas is not a clean burning fuel and it tends to build up carbon deposits inside the burner area of the boiler.

Du-all safety was in and we covered defensive driving and back safety, there were some folks from HMB that joined in on this training.

The visit by the county inspector went well with no notable issue,

Supervisor Costello toured the treatment facility with GCSD representatives and HMB City Manager. It was a little bit wet but they were troopers and proceeded with the tour.

During the month of December 2018, rainfall was below normal for Half Moon Bay. The 10-year average for the area is 5.28 inches of rain in December. This year only 1.68 inches were recorded (US climate data HMB). Rainfall totals were as follows, 1.89 inches at the treatment plant, 1.64 inches in the GCSD service are, and 1.92 inches at the MWSD weather station. There are micro climate variations verified by the data.

Below is a chronological summary of occurrences during the month of December 2018.

- 12/4/2018 - Boiler #1 failed three times, eventually got it going, Cal-con was in working on Primary pump MCC, Pen Pump in working on Influent pumps (annuals)
- 12/5/2018 - Pen Pump in working on Eff pumps (annuals), Cal-con in working on wiring in in primary pump gallery. Fork lift service was done today.
- 12/6/2018 - Ferric chloride pump having issues, not working well, a tighter mesh is needed to protect the impeller from foreign debris, Peninsula Pump was back in for more annual work at the plant and at the Montara pump station.
- 12/7/2018 - Confined space work in secondary clarifier, Pen pump back in for annuals at Princeton and Portola pump stations.
- 12/9/2018 - Boiler #1 failed but we were able to get it going, hypo to the RAS increased a little due to filaments
- 12/10/2018 – Work on ferric chloride pump
- 12/11/2018 – SSO drill’s today, ½ the team in the morning, ½ the team in the afternoon
- 12/12/2018 - Airport lift stations issues, pump wiring had shorted out and there was an issue with the second pump having a partial plug.

BOARD MEMBERS:	J. Blanchard	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
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	J. Harvey	H. Rarback	

- 12/13/2018 - Old lights and fixtures were picked up to be disposed of properly
- 12/18/2018 - Boiler # 1 failed, able to reset, Pen pump was in to work on Influent pump #7, Confined space work in primary # 2
- 12/19/2018 – Du-All Safety was in for defensive driver training and back safety. Cal-con was in to look at auto switch over issue on chemical pumps that we discovered. A second filter was installed on the ferric line but still need a tighter mesh to protect the impeller.
- 12/21/2018 – We had a county inspection everything was in order, Also Barbara Dye (GCSD representative on the SAM board), Bob Nisbet (HMB City Manager), and Eric Suchomel (new GCSD board member) came to the plant to take a tour of the facility.
- 12/22/2018 - Increased chlorine to RAS again for filaments
- 12/23/2018 - Boiler # 1 failed again, did not want to restart, we contacted RF Mc Donald to come in to repair tomorrow.
- 12/24/2018 - S.A.M. Holiday, RF Mc Donald in to work on boiler #1, pilot ignition area inside boiler was dirty
- 12/25/2018 - S.A.M. Holiday, increased chlorine to RAS again
- 12/26/2018 - Boiler # 1 failed but able to reset
- 12/28/2018 - Primary sampler failed, swapped it out with rebuilt one, will send it in for repair.
- 12/31/2018 - New Year's Eve, it's been a long year.

There were four deliveries (approximately 1,650 gallons) of trucked waste discharged at the SAM plant for a total revenue of \$ 165.00. There were 221 leachate deliveries to the SAM IPS line in the month of December, for a total leachate volume of 1,235,391 gallons.

The NPDES data report for December 2018 is attached reference (Attachment B).

Contract Collection Services

The SAM crew cleaned 54,535 feet of sewer line and responded to five service calls in contract service areas. I would like to point out it's been a year with no SSO's thanks to the continued efforts and professionalism the crew.

BOARD MEMBERS:	J. Blanchard	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd	M. Clark	A. Eisen
	J. Harvey	H. Rarback	

- HMB – There were no service calls in the HMB service area in the month of December 2018.
- GCSD – There were three sewer-related calls in the GCSD service area. The first was for a backup in the service line, the blockage was between the property line and the main line. The crew assisted the homeowner with the blockage to return proper flow from the property. The second appeared to be a blockage in the service line but there was no property line cleanout to assist the homeowner, the crew checked the main line which had proper flow. The homeowner was instructed to contact a plumber to restore flow. The third was a blockage in the service line, the crew assisted the homeowner to clear the blockage from the property line cleanout. When they retrieved the jetter they noticed roots, they then went back with a push camera to make sure they cleared the roots. Upon further inspection they found a crack in the service line approximately 20 feet in where the root intrusion was, (the service line was about 50 feet long).
- MWSD – There were two sewer-related calls in the MWSD service area. The first call was for a private issue, the homeowner had the service snaked the previous day and thought there was an issue with the main line. They crew confirmed the main line was clear and instructed the homeowner that they would need to contact a plumber to look into the matter. The second was for a backup in a downstairs bathroom, the crew checked the main line and found that it was clear, the homeowner was instructed to contact a plumber to correct the issue and restore proper flow.

The latest collection system data report is provided (Attachment D) for the Board's information. There were no Category 1, no Category 2, and no Category 3 SSOs during the month of December 2018.

Staff Recommendation

Staff recommends that the Board receive the Manager's Report for December 2018.

Supporting Documents

- Attachment A: Monthly Flow Report December 2018
Attachment B: Monthly NPDES Report December 2018
Attachment C: Outfall Inspection Report December 2018
Attachment D: Collection System Data December 2018

BOARD MEMBERS:	J. Blanchard	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd	M. Clark	A. Eisen
	J. Harvey	H. Rarback	

Attachment A

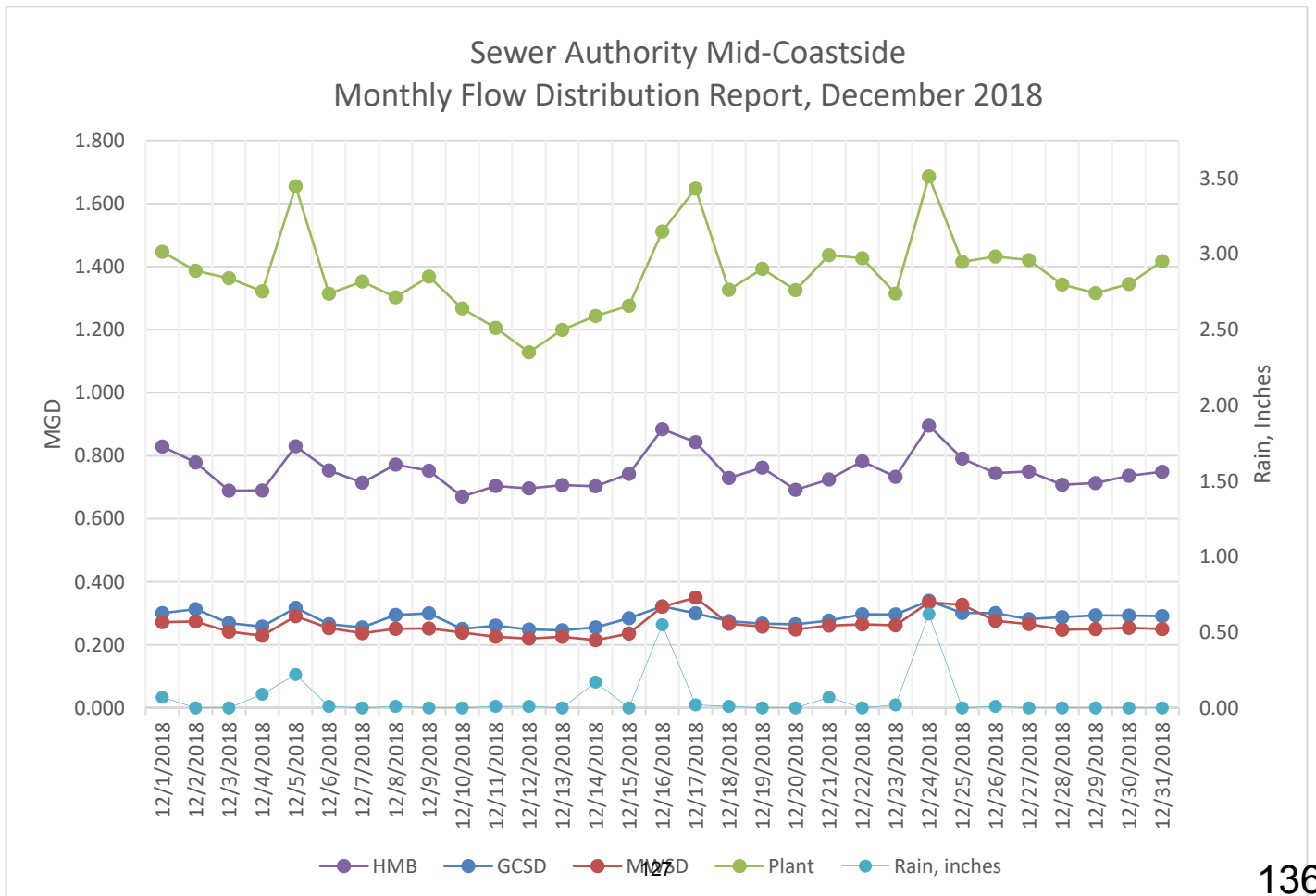
Flow Distribution Report Summary for December 2018

The daily flow report figures for the month of December 2018 have been converted to an Average

Daily Flow (ADF) for each Member Agency.
The results are attached for your review.

The summary of the ADF information is as follows:

	<u>MGD</u>	<u>%</u>
The City of Half Moon Bay	0.751	57.9%
Granada Community Services District	0.284	21.9%
Montara Water and Sanitary District	<u>0.261</u>	<u>20.2%</u>
Total	1.296	100.0%



ITEM #10

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GRANADA COMMUNITY SERVICES DISTRICT

MINUTES BOARD OF DIRECTORS SPECIAL AND REGULAR MEETINGS

January 17, 2019

CALL SPECIAL MEETING TO ORDER AT 6:30 p.m.

ROLL CALL

President Matthew Clark, Vice President Barbara Dye, Director Jim Blanchard, Director David Seaton, and Director Eric Suchomel.

Staff: General Manager Chuck Duffy, Assistant General Manager Delia Comito (Regular Meeting only), and District Counsel Bill Parkin.

GENERAL PUBLIC PARTICIPATION

None.

ADJOURN TO CLOSED SESSION

1. Conference with Real Property Negotiator (Government Code Section 54956.8).

District's Negotiator: Chuck Duffy.

Negotiating parties: Half Moon Bay Fire Protection District and Granada Community Services District.

Property under negotiation: Vacant Land with no address located at Obispo Road and Avenue Portola, El Granada, California. (Parcel "A", APN 047-261-030)

Under negotiation: Instruction to negotiator will concern price and terms.

2. Conference with Legal Counsel – Existing Litigation (Gov. Code Section §54956.9(d)(1)).

City of Half Moon Bay v. Granada Community Services District and Montara Water and Sanitary District (RPI, Sewer Authority Mid-Coastside) - San Mateo Superior Court Case No. 17CIV03092.

3. Conference Involving A Joint Powers Agency – Sewer Authority Mid-Coastside (Government Code Section 54956.96):

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Pursuant to Paragraph (2) or (3) of Subdivision (d) of Government Code Section 54956.9 (Two potential cases – circumstances need not be disclosed pursuant to paragraph (1) of subdivision (e) of Government Code Section 54956.9)

Granada Community Services District representatives on SAM joint powers agency board: Jim Blanchard, Chair, and Barbara Dye, Director.

RECONVENE TO OPEN SESSION

There was no reportable action taken in Closed Session.

ADJOURN SPECIAL MEETING

CALL REGULAR MEETING TO ORDER: The Regular Meeting was called to order at 7:40.

ROLL CALL

GENERAL PUBLIC PARTICIPATION

Several residents addressed the Board to protest park development on the Avenue Balboa medians. They generally asked for the medians to be left as-is due to several concerns including safety, tree maintenance, traffic, noise and liability. A County Public Works leaflet was read out loud, which stated homeowners are liable to the mid-point in the road, including the medians.

Pat Tierney, who is the Parks Advisory Committee (PAC) Chair, but was speaking as a resident, said there are no neighborhood parks within walking distance for residents in the Avenue Balboa median vicinity, and believes a small park will be beneficial.

In response to comments that some were unaware of the proposal, President Clark indicated the District made every effort to reach the public. Director Dye encouraged residents to request being added to the District's mailing list.

In response to the liability issue and the County stating that homeowners are responsible for the medians, District Counsel said the County is speaking generally and not giving a legal opinion. He clarified that the District's position is that the County accepted ownership of the medians in 1908.

ACTION AGENDA

1. Consideration of Parks Budget and Future District Staffing.

The Board held a discussion on options for staffing, and instructed staff to prepare a future report on staffing options.

2. Consideration of Parks Advisory Committee (PAC) Priority List.

Pat Tierney reviewed the twelve priorities approved by the PAC. The board held a discussion, with each Director stating what they felt were important priorities. The General Manager suggested limiting the priorities list to five or six in total.

ACTION: Director Dye moved to approve Items 1, 5, 8, 6, 7, and 4 from the PAC priority list included in the agenda. (Dye/Seaton) Approved 5-0.

3. Consideration of Amending Granada Parks Advisory Committee General Rules of Procedure.

The Assistant General Manager provided a review of the suggested changes, which included a provision to allow for two alternate member appointments, and setting a day and time for regular meetings.

Public member Chris Johnson said he felt it would be beneficial to the public to set a regular meeting day. He thanked the Board and staff for their dedication to the community.

ACTION: Director Blanchard moved to approve amending the PAC General of Rules of Procedure as amended in the meeting by the Board.

(Blanchard/Dye) Approved 5-0.

4. Consideration to Appoint a Director to the PAC Member Selection Committee.

ACTION: Director Dye moved to appoint Eric Suchomel to the committee position. (Dye/Seaton). Approved 5-0.

5. Consideration to Appoint Local Chapter CSDA Representative.

Director Clark requested that the Board consider appointing another representative to represent the District in place of Director Seaton, who served last year. The Board held a discussion.

ACTION: Director Dye moved to appoint Director Suchomel as the Local Chapter CSDA Representative for the District. (Dye/Blanchard) Approved 4-0-1, Director Seaton abstaining.

6. Consideration of Appointing Alternate Board Member To Attend and Vote on the LAFCo Independent Special District Selection Committee.

Director Dye wished to appoint a back up to serve in the event the President could not attend the upcoming Selection Committee meeting, though President Clark said he intended to attend.

ACTION: Director Dye moved to appoint Director Suchomel to serve on the LAFCo Independent Special District Selection Committee as an alternate if the Board President is unable to attend. (Dye/Seaton). Approved 5-0.

7. Consideration of Sewer Authority Mid-Coastside Report.

Directors Blanchard and Dye reported on the January 14, 2019 SAM meeting.

CONSENT AGENDA

8. Approval of October 18, 2018 Meeting Minutes.

9. Approval of November 2018 Warrants.

10. Approval of September 2018 Financial Statements.

11. Approval of Assessment District Distribution #5-18/19.

ACTION: Director Blanchard moved to approve the Consent Agenda. (Blanchard/Dye). Approved 5-0.

COMMITTEE REPORTS

- 12. Report on seminars, conferences, or committee meetings.
- 13. Report on Parks Advisory Committee.

INFORMATION CALENDAR

- 14. Attorney's Report. (Parkin)
- 15. General Manager's Report. (Duffy)
- 16. Administrative Staff Report. (Comito)
- 17. Engineer's Report.

Mr. Duffy provided an update on the Mirada Road pedestrian bridge work soon to commence by the County.

- 18. Future Agenda Items.

ADJOURN REGULAR MEETING

The regular meeting was adjourned at 10:07 p.m.

SUBMITTED BY:

ATTEST:

Delia Comito, Secretary

Chuck Duffy, General Manager

Date Approved by Board: February 21, 2019

ITEM #11

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Granada Community Services District
February 2019 Warrants
For the February 21, 2019 Board of Director's Meeting

Date	Num	Name	Memo	Account	Amount
02/14/19	8026	Bell Plumbing	Lat Repair: 291 Coral Reef	5060 · Lateral Repairs	8,648.00
02/14/19	8027	Bell Plumbing	Lat Repair: 188 Escalona	5060 · Lateral Repairs	8,300.00
	VOID	VOID	VOID	VOID	VOID
02/14/19	8029	Bell Plumbing	ML Repair: Ave Cabrillo MH	5050 · Mainline Sys Repairs	1,430.00
02/21/19	8030	Adam Rosenberg	Prof Svcs Inv dtd 01/31/19	6152 · Accounting	252.50
02/21/19	8031	AT&T	Feb 2019 Pump Stn Alarm Svc.	6170 · Utilities	71.84
02/21/19	8032	Barbara Dye	01/17 GCSD/Travel Reim, 01/14, 01/28 SAM	6040 · Directors' Compensation	255.00
02/21/19	8033	Comcast	02/13/19-03/12/19 Svcs	6170 · Utilities	221.03
02/21/19	8034	David Seaton	01/17/19 GCSD	6040 · Directors' Compensation	145.00
02/21/19	8035	Dudek	12/29/2018-01/25/19 Prof Svcs	6151 · General Manager	8,191.25
02/21/19	8036	Eric Suchomel	01/17/19 GCSD	6040 · Directors' Compensation	145.00
02/21/19	8037	Express Plumbing	Medio Creek Maint & Mon-February	1617-1 · Medio Creek/Mirada Sewer	975.00
02/21/19	8038	Fechter & Company CPAs	Inv dtd 1/29/19, FY 6/30/18	6010 · Auditing	7,947.50
02/21/19	8039	Gaetani Real Estate	Office Lease-Mar 2019	6120 · Office Lease	4,450.00
02/21/19	8040	Half Moon Bay Review	01/09/19 PAC Vacancy Ad	6160 · Publications	54.00
02/21/19	8041	Hue & Cry, Inc.	Feb & Mar 2019 Pump Stn Alarm	6170 · Utilities	65.30
02/21/19	8042	Jim Blanchard	01/17 GCSD, 01/14, 01/28, 02/11 SAM	6040 · Directors' Compensation	280.00
02/21/19	8043	KBA Document Solutions	10/24/18-01/23/19	6020 · Copier Lease	200.94
02/21/19	8044	Kennedy Jenks	Summary #144: 11/24/18-01/25/19	6071 · Engineering	9,500.60
02/21/19	8045	Matthew Clark	01/17/19 GCSD & 02/11/19 SAM	6040 · Directors' Compensation	190.00
02/21/19	8046	Pacific Fire Safe	Office Maint. Inv dtd 01/31/19	6130 · Office Maint & Repairs	45.00
02/21/19	8047	Pacifica Community TV	01/17/19 GCSD	6180 · Video Taping	500.00
02/21/19	8048	PG&E	Pump Stn Invoice dtd 01/16/19	6170 · Utilities	183.37
02/21/19	8049	PG&E-2	Mirada Rd Inv dtd 02/05/19	6170 · Utilities	19.24
02/21/19	8050	PGE	Office Inv dtd 01/24/19	6170 · Utilities	137.59
02/21/19	8051	Pitney Bowes	Inv dtd 01/30/19	6140 · Office Supplies	62.64
02/21/19	8052	Rodolfo Romero	Feb 2019 Cleaning 2x	6130 · Office Maint & Repairs	140.00
02/21/19	8053	Sewer Authority Mid-Coastside	Feb 2019 Assessments, Lift Stn Maint	5020 · SAM-Admin/Treat/Env/Inf/Coll	146,661.93
02/21/19	8054	SMC Res Conservation Dist	Burnham Strip Mgmt Plan: Invoice 7 & 8	5112 · RCD - Task 5	2,956.25
02/21/19	8055	Somach Simmons & Dunn	Dec 2018 Legal Fees-Enforcement Action	6094 · Legal - IPS	1,016.50
02/21/19	8056	US Bank Equipment Finance	01/24/19 - 02/24/19	6020 · Copier Lease	499.77
02/21/19	8057	Verizon Wireless	Jan 2019	6170 · Utilities	108.15
02/21/19	8058	Wells Fargo Credit Card	Jan 2019 Credit Card Charges	6140 · Office Supplies	1,170.15
02/21/19	8059	White Nelson Diehl Evans	Jan 2019	6152 · Accounting	2,500.00
02/21/19	8060	Wittwer & Parkin	Jan 2019 Svcs	6090 · Legal-Gen/IPS/Parks/Big Wave	16,885.26

**Granada Community Services District
February 2019 Warrants
For the February 21, 2019 Board of Director's Meeting**

TOTAL 224,208.91

ITEM #12

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Granada Community Services District
Statement of Net Position (Unaudited)

As of December 31, 2018

ASSETS

Current Assets

1000 · Wells Fargo Checking - Gen Op	\$ 65,282
1010 · Wells Fargo Checking - Deposit	5,298
1020 · Petty Cash	490
1030 · Cash - LAIF	4,280,188
1040 · Tri Counties Bank - Gen Op	500
1050 · Tri Counties Bank - Deposit	500
1100 · Accounts Receivable	19,188
1200 · Interest Receivable	21,729

Total Current Assets	<u>4,393,175</u>
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Fixed Assets

1600 · Land	1,063,640
1615 · Equipment	22,153
1620 · Collections System	11,151,703
1630 · Accumulated Depreciation	<u>(6,168,876)</u>

Total Fixed Assets	<u>6,068,620</u>
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Other Assets

1700 · Advance to MWSD	1,085,094
1710 · Allowance - for Advance to MWSD	<u>(1,085,094)</u>
1720 · Advance to AD- Bond Reserve	369,890
1730 · Advance to AD- NCA Fund	470,866
1735 · Advance to AD- Assesmnt Revenue	283,542
1740 · Security Deposit Office Lease	3,000
1750 · Investment in SAM	3,767,869
1760 · Deferred Outflows of Resources	<u>101,671</u>

Total Other Assets	<u>4,996,838</u>
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Total Assets	<u>15,458,632</u>
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LIABILITIES

Current Liabilities

2000 · Accounts Payable	29,529
2001 · Accrued Vacation	5,571
2020 · Class 3 Deposits	17,196
2100 · Payroll Liabilities	426
2225 · Recology-Del Garbage	21,227
2300 · Due to AD	14,995
2310 · Relief Refund Advance	350

Total Current Liabilities	<u>89,294</u>
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Long Term Liabilities

2401 · Net Pension Liability	170,410
2402 · Deferred Inflows of Resources	20,515

Total Long Term Liabilities	<u>190,925</u>
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Total Liabilities	<u>280,219</u>
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NET POSITION

3000 · Net Assets	5,724,640
3005 · Contributed Capital	9,595,349
Net Income	<u>(141,576)</u>

Total Net Position	<u>\$ 15,178,413</u>
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No assurance is provided on these financial statements.

**Granada Community Services District
Revenue & Expenses (Unaudited)
July 1, 2018 through December 31, 2018**

	July 1 - Dec. 31, 2018	Expected To Date	Variance Favorable/ (Unfavorable)	FY 2018/2019 Budget
Revenues				
Operating Revenue				
4010 · Property Tax Allocation	\$ 113,751	\$ 100,000	13,751	\$ 200,000
4015 · Park Tax Allocation	230,948	200,000	30,948	400,000
4020 · Sewer Service Charges-SMC	743,406	735,500	7,906	1,471,000
4021 · Sewer Svc Charges Pro-rated	2,263	-	2,263	-
4030 · AD OH Reimbursement	15,516	15,000	516	30,000
4040 · Recology Franchise Fee	16,421	16,000	421	32,000
Total Operating Revenue	1,122,305	1,066,500	55,805	2,133,000
Non Operating Revenue				
4120 · Interest on Reserves	43,709	23,200	20,509	46,400
4130 · Connection Fees	51,700	23,500	28,200	47,000
4150 · Repayment of Adv to AD-NCA	-	39,602	(39,602)	79,204
4155 · Repayment of Adv to AD-ARF	-	23,898	(23,898)	47,796
4160 · SAM Refund from Prior Yr	-	2,500	(2,500)	5,000
4170 · ERAF Refund	-	125,000	(125,000)	250,000
4180 · Misc Income	4,800	1,000	3,800	2,000
Total Non Operating Revenue	100,209	238,700	(138,491)	477,400
Total Revenues	1,222,514	1,305,200	(82,686)	2,610,400
Expenses				
Operations				
5010 · SAM - General	491,169	491,169	0	982,337
5020 · SAM - Collections	143,212	142,250	(962)	284,500
5050 · Mainline System Repairs	-	5,000	5,000	10,000
5060 · Lateral Repairs	13,303	10,000	(3,303)	20,000
5065 · CCTV	650	5,000	4,350	10,000
5070 · Pet Waste Station	577	500	(77)	1,000
5110 · RCD - Parks	11,450	2,500	(8,950)	5,000
5120 · Half Moon Bay Reimb - Parks	8,777	12,500	3,723	25,000
5130 · Parks & Rec Professional Services	18,723	10,000	(8,723)	20,000
Total Operations	687,861	678,919	(8,942)	1,337,837

No assurance is provided on these financial statements.

**Granada Community Services District
Revenue & Expenses (Unaudited)
July 1, 2018 through December 31, 2018**

	July 1 - Dec. 31, 2018	Expected To Date	Variance Favorable/ (Unfavorable)	FY 2018/2019 Budget
Expenses (Continued)				
Administration				
6010 · Auditing	\$ 1,239	\$ 7,500	6,261	\$ 15,000
6020 · Copier lease	2,969	3,750	781	7,500
6040 · Directors' Compensation	6,238	5,500	(738)	11,000
6050 · Education & Travel Reimb	2,260	1,000	(1,260)	2,000
6060 · Employee Compensation	128,821	110,000	(18,821)	220,000
6070 · Engineering Services	9,565	10,000	435	20,000
6080 · Insurance	1,231	5,000	3,769	10,000
6090 · Legal Services	84,391	37,500	(46,891)	75,000
6095 · Legal Services for Case Related Legal	53,495	50,000	(3,495)	100,000
6100 · Memberships	6,057	4,500	(1,557)	9,000
6110 · Newsletter	-	3,000	3,000	6,000
6120 · Office Lease	26,700	27,000	300	54,000
6130 · Office Maintenance & Repairs	910	1,250	340	2,500
6140 · Office Supplies	1,937	3,000	1,063	6,000
6150 · Professional Services	66,066	47,500	(18,566)	95,000
6160 · Publications & Notices	1,437	5,000	3,563	10,000
6170 · Utilities	5,471	5,000	(471)	10,000
6180 · Video Taping	2,500	1,750	(750)	3,500
6190 · Computers	7,626	1,000	(6,626)	2,000
6220 · Miscellaneous	6,839	3,500	(3,339)	7,000
6230 · Bank Service Charges	1,400	-	(1,400)	-
Total Administration	<u>417,152</u>	<u>332,750</u>	<u>(84,402)</u>	<u>665,500</u>
Capital Projects				
1617-1 · Medio Creek Xing Crossing	5,850	175,000	169,150	350,000
7100 · SAM - Infrastructure	236,122	235,916	(206)	471,834
7500 · Projects - Parks	17,105	50,000	32,895	100,000
Total Capital Projects	<u>259,077</u>	<u>460,916</u>	<u>201,839</u>	<u>921,834</u>
Total Expenses	<u>1,364,090</u>	<u>1,472,585</u>	<u>108,495</u>	<u>2,925,171</u>
Net Income/(Loss)	<u>\$ (141,576)</u>	<u>\$ (167,385)</u>	<u>\$ 25,809</u>	<u>\$ (314,771)</u>

No assurance is provided on these financial statements.

ITEM #13

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DISTRIBUTION REQUEST NO.: #8-18/19
BOND ADMINISTRATION FUND
(Account Number: 94673305)

DISTRIBUTION TOTAL: \$4,171.20

\$6,100,000.00
GRANADA SANITARY DISTRICT
LIMITED OBLIGATION REFUNDING IMPROVEMENT BONDS 2003
Reassessment & Refunding Project

DISTRIBUTION REQUEST
For Payment of Bond Administration Costs

The undersigned Treasurer of the Granada Sanitary District (the "District") hereby requests of the Fiscal Agent for the District the payment of Bond Administration Costs for the items and in the manner and amount stated in the attached Schedule A, and in connection herewith hereby certifies that the payment requested is for the Administrative Costs, and that funds are available in the Bond Administration Fund (Account #94673305) to make such payment, and further states that all requirements for the payment of the amount to be disbursed pursuant hereto have been met.

February 21, 2019

Chuck Duffy, Finance Officer/Treasurer

SCHEDULE "A"

DISTRIBUTION REQUEST NO: #8-18/19

DATE: February 21, 2019

DISTRIBUTE FROM ACCOUNT #: 94673305

ACCOUNT NAME: Bond Administration Fund

DISTRIBUTION AMOUNT: \$ 4,171.20

PAYMENT INSTRUCTIONS: Issue checks and mail as listed below.

Payee	Mailing Address	Services Provided	Amount
Fechter & Co.	3445 American River Dr #A Sacramento CA 95864	Audit Svcs: FYE 06/30/18	\$ 1,402.50
Taussig & Assoc	5000 Birch St, #6000, Newport Bch, CA 92660	Admin Svcs: Dec 2018	\$ 182.70
GCSD	P.O. Box 335, El Granada, CA 94018	GCSD OH Reim: Feb 2019	\$ 2,586.00
TOTAL:			\$ 4,171.20

ITEM #14

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GRANADA COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2019-__

**A RESOLUTION DESIGNATING TRI COUNTIES BANK
AS AN ALTERNATIVE DEPOSITORY FOR DISTRICT FUNDS AND
APPOINTING THE GENERAL MANAGER AS DISTRICT TREASURER
AND FINANCE OFFICER**

WHEREAS, Government Code Sections 61050 through 61053 authorizes the Granada Community Service District ("District") to establish a depository in place of the County Treasury; and

WHEREAS, the District has previously established this depository as Tri Counties Bank; and

WHEREAS, Government Code Section 61053(b) requires that in order to establish an alternative depository, the District Board of Directors must appoint a District Treasurer who shall serve in place of the County Treasurer; and

WHEREAS, Government Code Section 61050(c) authorizes the District Board of Directors to appoint the same person to be the District General Manager and the District Treasurer.

NOW, THEREFORE BE IT RESOLVED, that by the Board of Directors of the Granada Community Services District:

Section 1. The District has an established alternative depository and will deposit its funds therewith.

Section 2. The District Board hereby designates Tri Counties Bank to be the depository for the District's Funds.

Section 3. The District Board hereby appoints the General Manager as the District Treasurer and Finance Officer (herein collectively "Treasurer").

Section 4. The amount of the bond for the District Treasurer and other District employees who will be handling District finances shall be fixed at \$2,000,000. The District shall pay the cost of the bond.

Section 5. The District Board hereby adopts the accrual financial system of accounting and auditing, which shall completely and at all times show the District's financial condition. The system adheres to generally accepted accounting principles.

Section 6. The District Board hereby adopts a procedure for drawing and signing checks, which adheres to generally accepted accounting principles. Each check drawn on the District's account shall be signed by two authorized District signatories, ~~one~~ of whom shall be either two a Board

Members, or one Board Member and ~~and the other one of whom shall be~~ the District General Manager or the Assistant General Manager.~~District Administrator.~~

Section 7. The District Treasurer is hereby directed to make quarterly written reports to the Board of Directors with regard to the receipts and disbursements and balances in the accounts controlled by the District Treasurer. The District Treasurer shall sign the reports and file them with the Board President.

Section 8. In implementing this Resolution, the District shall comply with Government Code Section 53600 *et seq.* and Section 53630 *et seq.* with regard to investment of surplus district funds and deposit of district funds, respectively.

I hereby certify that the above and foregoing Resolution was duly and regularly passed and adopted at a special meeting of the Board of Directors of the District held on the ~~211th~~ day of ~~December~~ 2014 February, by the following vote:

AYES, and in favor thereof, Members:

NOES, Members: None.

ABSENT, Members: None.

ABSTAIN, Members: None.

Approved:

Matthew Clark, Board President

Countersigned:

Delia Comito, Secretary

ITEM #15

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #16

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #17

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #18

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #19

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GRANADA COMMUNITY SERVICES DISTRICT

Administrative Staff Report

Period: January 14, 2018 to February 15, 2019

To: Board of Directors

From: Delia Comito, Assistant General Manager

Date: February 21, 2019

PUBLIC RECORDS REQUESTS – No public records requests were received this period.

APPLICATIONS RECEIVED – One application was received this period:

Rec'd	Cl	Owner or Agent	APN	Address	Sq. Ft.	Zone
07/30/18	1A	Wilkinson Philip	048-093-040	495 Mirada Rd, Miramar	3,697	R-1/S-17
07/30/18	1A	Stenger Sean	047-071-270	312 Sevilla Ave, EG	5,585	R-1/S-94
08/24/18	1A	Abolmoluki B	047-275-050	1120 Columbus, EG	6,026	R-1/S-17
09/04/18	1A	Reavill John	047-055-120	438 Sevilla, EG	5,000	R-1/S-17
09/12/18	1A	Wang Junhua	047-281-160	638 Coronado, EG	6,705	R-1/S-17
09/25/18	VAR	Xue/Li/Xu	047-111-270	736 San Carlos, EG	4,800	R-1/S-17
10/16/18	VAR	Irfan & Moin	048-032-070	Cortez, Miramar	4,400	R-1/S-94
10/22/18	1A	Stebbins Bruce	047-218-010	620 Columbus, EG	5,936	R-1/S-17
11/12/18	VAR	Mithal Raj	048-031-020	Magellan, Miramar	4,400	R-1/S-94
11/19/18	MIX	O'Keeffe David	047-024-080	354 Princeton Ave, Princeton	3,500	CCR
11/19/18	MIX	O'Keeffe David	047-024-070	358 Princeton Ave, Princeton	3,500	CCR
12/03/18	2A	Dragony Michelle	047-034-070	123 Vassar, Princeton	2,285	W/DR
01/17/19	1A	Perez Luis	047-222-240	422 Ferdinand, EG	8,516	R-1/S-17

Note: Shaded areas were previously report

PERMITS ISSUED – There were no permits issued this period.

Permit No.	Cl	Issue Date	Owner or Agent	APN	Address	Sq. Ft.	Zone	
3174	1A	07/13/18	Kybych Serhiy	048-013-600	124 Magellan	Miramar	7,792	R-1/S-94
3175	3	07/31/18	Kostiuk	047-144-370	620 Portola Ave	EG	7,338	R-1/S-17
3176	1A	07/31/18	Kostiuk	047-144-370	620 Portola Ave	EG	7,338	R-1/S-17
3177	1A	07/31/18	Wilkinson	048-093-040	495 Mirada Rd	Miramar	3,697	R-1/S-17
3178	1A	08/01/18	Stenger Sean	047-071-270	312 Sevilla Ave	EG	5,585	R-1/S-17
3179	3	08/13/18	Chirichillo	048-121-100	260 Medio Ave	HMB	5,000	R-1/S-94
3180	1A	08/14/18	Reavill John	047-055-120	438 Sevilla Ave	EG	5,000	R-1/S-17
3181	1A	09/25/18	Wang Junhua	047-281-160	638 Coronado St	EG	6,705	R-1/S-17
3183	1A	09/27/18	Abolmoluki B	047-275-050	112 Columbus	EG	6,026	R-1/S-17
3184	2M	10/11/18	Coastside Fire	047-261-030	555 Obispo Rd	EG	2.38 ac	EG Gate
3185	1A	10/31/18	Stebbins Bruce	047-218-010	620 Columbus	EG	5,936	R-1/S-17
3186	MIX	11/20/18	O'Keeffe	047-024-070	358 Princeton	Princeton	3,500	W/DR
3187	MIX	11/20/18	O'Keeffe	047-024-080	354 Princeton	Princeton	3,500	W/DR

Note: Shaded areas were previously reported.

SEWER HOOK-UPS – There were no sewer hook-ups this period.

Hook-up Date	Type	Permit No.	Permit Issue Date	Owner	APN	Address
08/28/18	1A	3164	11/16/16	Michetti & Kessler	047-105-090	401 Paloma, EG
09/10/18	1A	3166	07/13/17	Lang Justin	047-105-240	755 San Carlos, EG
09/18/18	1A	3169	08/17/18	Cuvelier Jacqueline	047-175-250	265 El Granada Blvd, EG
10/10/18	1A	3168	08/14/17	Rogers Clay	047-141-240	243 Del Monte Rd, EG

Note: Shaded areas were previously reported.

REPAIRS – There were three repairs this period:

Repair Date	Type	Problem	Location or Address	Cause	Cost
08/18/18	Clean-out Repair	Back-up	164 Ave Balboa, EG	Roots	\$3,800
12/17/18	Lat Replacement	Clay	730 Ave Balboa, EG	Broken pipe	\$8,250
01/30/19	Lat/CO Replacemt	Back-up	291 Coral Reef, EG	Broken pipe	\$8,300
01/31/19	Lat Replacement	Back-up	188 Escalona, EG	Broken pipe	\$8,300
02/01/19	Mainline Repair	MH OF	195 Ave. Cabrillo, EG	New MH not connected	\$1,400

Note: Shaded areas were previously reported

ITEM #20

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7 February 2019

Memorandum

To: Granada Community Services District
From: John H. Rayner, District Engineer
Subject: Engineer's Report for February 2019

Medio Creek Crossing at Mirada Road

The leased temporary pumping system has been operating since January 2018. The temporary system will remain in operation until a permanent solution, either a new creek crossing or a sewer to direct flows to the Naples Beach Pump Station is implemented.

Replacement of Pedestrian Bridge over Medio Creek

The County has recently hired an engineer to design the replacement of the existing pedestrian bridge over Medio Creek. In December it notified GCSD that it expects to begin construction of the project in late summer or early fall of this year. The project includes demolition of the existing abandoned road bridge on which the District's 10" sewer and temporary 2" force main (FM) are attached. This will require the 2" FM to be rerouted before demolition begins. We met on January 16th with representatives of the County and its engineering consultant to discuss the possibility of attaching the 10" sewer to the new bridge. The County's consultant is currently checking to see if the sewer would interfere with the bridge abutments and if the bridge would be able to accommodate the weight if the sewer pipeline. As a part of that project, the County will be drafting a cost sharing agreement with GCSD for reimbursement of costs associated with the permitting, designing and construction of a new GCSD's sewer attached to the bridge.

Naples Beach Project - Phase 2

This project will eliminate the need for a Medio Creek sewer crossing but it requires obtaining a sewer easement from State Parks. The District contracted with Valbridge Property Advisors to perform an appraisal of the easement which was forwarded to State Parks. State Parks recently requested that the District update the 2005 Preliminary Report (Title Report) prepared for the easement. North American Title Company updated the report with links to the documents requested by the State. The report was forwarded to State Parks on January 24th for its review. Before finalizing the easements, the District will need to have a survey and legal description of the easements prepared and recorded.

Updating permits for the project should begin as soon as State Parks confirms it will grant the easement. The project would likely be combined with other needed CIP improvements. Once this project is completed the temporary bypass pumping system will no longer be needed.

Memorandum

Granada Community Services District

7 February 2019

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Big Wave (Class 3 Permit)

We completed our review of the revised Offsite Improvement Plans submitted last month. The Plans were in accordance with our previous comments and we are recommending approval of the Class 3 Mainline Extension Permit for Big Wave. The District will also need to review the design of onsite sewers, which will be designed and constructed in accordance with GCSD specifications although not dedicated to GCSD.

Updated 5-Year CIP

We are planning to meet with GCSD staff later this month to finalize the scope of the updated 5-Year CIP.

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ITEM #21